

CAUTION NOTICE

SP0300-02-R-4047

**PRIME VENDOR SOLICITATION
FOR INDIAN RESERVATIONS IN THREE STATES
MINNESOTA, WISCONSIN and MICHIGAN**

1. THIS SUBSISTENCE PRIME VENDOR SOLICITATION IS FOR FULL SERVICE FOOD DISTRIBUTION SUPPORT. THIS IS AN UNRESTRICTED, NEGOTIATED ACQUISITION. OFFERS WILL BE ACCEPTED FROM BOTH LARGE AND SMALL BUSINESSES. IT IS THE GOVERNMENT'S INTENT TO MAKE ONE (1) INDEFINITE QUANTITY CONTRACT (IQC) AWARD FOR A ONE (1) YEAR BASE TERM WITH FOUR ONE-YEAR OPTIONS. ACCEPTANCE OF THE **OPTIONS IS MANDATORY**.
2. THE GUARANTEED MINIMUM FOR THIS CONTRACT WILL BE 25% OF THE ESTIMATED AWARD DOLLAR VALUE. THE MAXIMUM CEILING WILL BE 150% OF THE ESTIMATED AWARD DOLLAR VALUE.
3. AWARD WILL BE MADE IN ACCORDANCE WITH THE TRADE-OFF PROCESS **AND WILL BE BASED ON** FACTORS OTHER THAN COST OR PRICE ALONE. TECHNICAL FACTORS LISTED IN THIS SOLICITATION ARE CONSIDERED TO BE MORE IMPORTANT THAN **SOCIOECONOMIC FACTORS AND PRICE**.
4. OFFERORS WILL BE REQUIRED TO PRESENT THE MAJORITY OF THEIR TECHNICAL PROPOSAL IN THE FORM OF AN ORAL PRESENTATION. THE COMBINATION OF THE ORAL PRESENTATION, SITE VISIT AND WRITTEN PROPOSAL WILL CONSTITUTE THE TECHNICAL PROPOSAL. THE TECHNICAL PROPOSAL, IN CONJUNCTION WITH THE BUSINESS PROPOSAL **AND SOCIOECONOMIC PROPOSAL** WILL BE USED TO EVALUATE AND SELECT THE **OFFEROR** DETERMINED TO BE THE BEST VALUE. THE TECHNICAL PROPOSAL MUST BE SUBMITTED WITHOUT ANY REFERENCES TO COST OR PRICE.
5. THE WRITTEN INFORMATION FOR FACTOR II, PAST PERFORMANCE/ CORPORATE EXPERIENCE, IS TO BE ANNOTATED ON THE FORMS ENTITLED "CORPORATE EXPERIENCE" AND "PAST PERFORMANCE." ALTHOUGH NOT MANDATORY, IT IS REQUESTED THAT THESE FORMS BE SUBMITTED ONE WEEK PRIOR TO THE OFFER DUE DATE, IN ORDER TO **EXPEDITE** THE EVALUATION OF YOUR TOTAL OFFER.
6. ALL OFFERORS SHOULD READ THE LIST OF MARKET BASKET OF ITEMS **CAREFULLY**. OFFERORS ARE CAUTIONED THAT OFFERED PRICES ARE TO BE ROUNDED TO TWO DECIMAL PLACES.
7. IT IS A MANDATORY REQUIREMENT OF THIS SOLICITATION THAT THE PRIME VENDOR BE REQUIRED TO INTERFACE WITH THE GOVERNMENT'S ESTABLISHED TRANSLATION PACKAGE, SUBSISTENCE TOTAL ORDER AND RECEIPT SYSTEM (STORES) AND SUPPORT THE ELECTRONIC DATA INTERCHANGE TRANSACTIONS SETS LISTED IN THE SOLICITATION, SEE ATTACHMENT TWO (2). **OFFERORS** UNABLE TO INTERFACE WITH THE GOVERNMENT'S TRANSLATION PACKAGE WILL BE ELIMINATED FROM FURTHER CONSIDERATION.
8. ANY QUESTIONS REGARDING INTERPRETATION OF THE TERMS, CONDITIONS, OR REQUIREMENTS OF THIS SOLICITATION SHOULD BE DIRECTED TO THE CONTRACTING OFFICER, RAYMOND JACQUETTE, AT 215-737-5888 OR THE CONTRACT SPECIALIST, PETER KROK, AT 215-737-3677.

PRE-PROPOSAL CONFERENCE

SOLICITATION NUMBER: SP0300-02-R-4047

THE DEFENSE SUPPLY CENTER PHILADELPHIA WILL CONDUCT A PREPROPOSAL CONFERENCE TO FURTHER CLARIFY AND DISCUSS THE REQUIREMENTS OF THIS SOLICITATION. ATTENDANCE IS STRONGLY SUGGESTED.

IF YOU PLAN TO ATTEND, PLEASE SEND A FAX (215-737-7194) OR LETTER WITH THE COMPANY'S NAME, AND THE NAMES AND TITLES OF THE REPRESENTATIVES WHO WILL BE ATTENDING.

ANY VENDOR WHO WISHES TO SUBMIT QUESTIONS TO BE ADDRESSED AT THE CONFERENCE MAY DO SO PROVIDED THEY ARE RECEIVED TWO (2) DAYS PRIOR TO THE DATE AND TIME SET FOR THE CONFERENCE.

THIS INFORMATION MAY BE FAXED TO RAYMOND JACQUETTE, CONTRACTING OFFICER OR PETER KROK, CONTRACT SPECIALIST, AT 215-737-2579 OR 3376. THE CONFERENCE WILL BE HELD AT:

DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVE
PHILADELPHIA, PA 19111
BUILDING 6

TUESDAY DECEMBER 17, 2002: 9:00 AM PHILADELPHIA LOCAL TIME

ALL VISITORS MUST CHECK IN AT THE SECURITY DESK IN BUILDING 3109 AT THE MAIN GATE TO RECEIVE VISITOR'S PASSES. AFTER YOU HAVE CHECKED IN YOU CAN PROCEED TO BUILDING 6, SECTION B, SUBSISTENCE MEDIUM CONFERENCE ROOM, ROOM 6B332.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER N/A		PAGE 1 OF 119			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-02-R-4047		6. SOLICITATION ISSUE DATE 03 Dec 2002			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Pete Krok, Contract Specialist				b. TELEPHONE NUMBER (No collect calls) (215) 737-3677		8. OFFER DUE DATE/ LOCAL TIME See Page 3			
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 Attn: DPSC-HFVE				CODE SP0300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 422410 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
NOTE: MAIL/HANDCARRY/TRANSMIT OFFER AS SPECIFIED ON PAGE 3											
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY SAME AS BLOCK 9							
17a. CONTRACTOR/OFFEROR TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY DEFENSE COLUMBUS ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6266							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		INDIAN RESERVATIONS REQUIRED ITEMS									
		(Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE SP0300-02-R-4047 OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION/BLOCK _____ _____, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: INDIAN RES. REQUIRED ITEMS					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RAYMOND F. JACQUETTE, III				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER				39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE SIGNED		42a. RECEIVED BY (Print)				40. PND BY	
						42b. RECEIVED AT (Location)					
						42c. DATE REC'D (YY/MM/DD)					

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0-0136
Expires: 09/30/98

<p>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS -- SF 1449 (CONTINUATION SHEET)</p>

Page 1, continued

1. Block 8 (continued)

Offer Due Date/Local Time: January 15, 2003, 3:00 p.m. Local Philadelphia Time

2. Block 9 (continued)

Mailed offers should be sent to: Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Handcarried offers, including delivery by commercial carrier, should be delivered to: Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

Note: FACSIMILE OFFERS ARE NOT ACCEPTABLE

Transmit offer modifications/withdrawals to: (215) 737-9300, 9301, 9302 or 9303

3. Block 17a. (continued):

Offeror's assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offerors: Cage/Vendor Code:_____
Phone # _____
Fax # _____

TABLE OF CONTENTS

SUPPLIES / SERVICES AND PRICES

1:	General Information	Page 7
2:	Current Customers	Page 7,8
3:	Items	Page 8
4:	Pricing	Page 8, 9
5:	Award Details	Page 10
6:	Estimated Value (Min/Max)	Page 10
7:	Options	Page 10
8:	Non-Competition	Page 10
9:	Catalog	Page 10
10:	Related Non-Food Items	Page 11
11:	Mandatory Items - Food	Page 11, 12
12:	Rebates/Discounts	Page 12
13:	National Allowance Program	Page 12, 13
14:	NAPA Tracking Program	Page 14, 15
15:	Food Shows	Page 15, 16
16:	Customer Service	Page 16
17:	Customer Support	Page 16
18:	New Items	Page 17
19:	USDA Bonus Items	Page 17
20:	Additional Customers	Page 17

DESCRIPTIONS/SPECIFICATIONS

1:	Defense Appropriation Act	Page 18
2:	Ordering System/EDI Information	Page 18, 19
3:	Order Placement	Page 19
4:	Product Quality	Page 20
5:	Quality Program	Page 21
6:	Warehouse and Sanitation/Stored Products	Page 21
	Pest Management Program	Page 21
7:	Product Sanitation Approved Source Requirements	Page 22
8:	Contractor Product Description	Page 22
9:	Prime Vendor Quality Systems Management Visits	Page 22, 23

PACKAGING AND MARKING

1:	Packaging, Packing and Labeling	Page 24
2:	Markings	Page 24

INSPECTION AND ACCEPTANCE

1:	Inspection and Acceptance	Page 25
2:	Warranties	Page 25
3:	Acceptance Requirement	Page 25
4:	Rejection Procedures	Page 25, 26

DELIVERIES AND PERFORMANCE

1:	Effective Period and Terms of Indefinite	
	Quantity Contract	Page 27
2:	Item Availability	Page 27
3:	Point of Delivery	Page 27-30
4:	Fill-rate/Substitutions	Page 31
5:	Holidays	Page 31
6:	Emergency Orders	Page 31
7:	Returns	Page 32
8:	Short Shipments	Page 32

CONTRACT ADMINISTRATION DATA

1:	Contracting Authority	Page 33
2:	Invoicing	Page 33
3:	Payments	Page 34
4:	Administration	Page 34

SPECIAL CONTRACT REQUIREMENTS

1:	Notice to Offerors	Page 35
2:	Management Reports	Page 35-36

**CONTRACT CLAUSES, REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

Clauses can be found starting on page 37 through 74.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1:	General Information	Page 75-76
2:	Volume I, Technical Proposal	Page 76-80
3:	Volume II, Business Proposal	Page 80

SUBMISSION REQUIREMENTS

1:	Technical Proposal	Page 81-90
2:	Business Proposal/Schedule of Items	Page 91-111

EVALUATION FACTORS FOR AWARD

1.	General	Page 112-113
2.	Technical Proposal Evaluation	Page 114-116
3.	Business Proposal Evaluation	Page 116-119

DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment 1:	Subcontracting Plan
Attachment 2:	STORES Implementation Guidelines Part A & 810 Transaction Set Part B
Attachment 3:	SOP for Prime Vendor Systems Management Visits
Attachment 4:	Corporate Experience and Past Performance Forms (Technical Proposal submission additional copies)

SUPPLIES / SERVICES AND PRICES

1. GENERAL INFORMATION

The purpose of this solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish Indefinite Quantity Contract(s) to provide subsistence products to customers on Indian reservations in the states of Michigan, Wisconsin and Minnesota. An Indefinite Quantity Contract (IQC) provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor.

It is the Government's preference to make an award to one Prime Vendor.

2. CURRENT CUSTOMERS

Each customer installation listed below has a single delivery point, as listed in the Deliveries and Performance section of this solicitation. Also, additional information about the delivery location and facility is provided in the Attachments. In order to provide an estimate of the size of each customer, an approximate annual dollar value has been annotated. The below Tribes will participate in the Prime Vendor program: the anticipated start-up date is 30 June 2003:

<u>Installation</u>	<u>Estimated Annual Total Purchases</u>
Indian Tribal Organizations (ITO)	Dollars
1 BAD RIVER, WI	185,000.00
2 BAY MILLS, MI	87,000.00
3 BOIS FORTE, MN	82,000.00
4 FOND DU LAC, MN	58,000.00
5 GRAND PORTAGE, MN	36,000.00
6 HO CHUNK NATION, WI	334,000.00
7 KEWEENAW BAY, MI	246,000.00
8 LAC COURTE OREILLES, WI	451,000.00
9 LAC DU FLAMBEAU, WI	138,000.00
10 LEECH LAKE, MN	423,000.00
11 LITTLE RIVER BANDS, MI	57,000.00
12 LITTLE TRAVERSE BAY, MI	68,000.00
13 MENOMONIE, WI	454,000.00
14 MILLE LACS, MN	78,000.00
15 ONEIDA, WI	309,000.00
16 POKAGON BAND, MI	94,000.00

17	RED CLIFF, WI	129,000.00
18	RED LAKE, MN	152,000.00
19	SAULT STE MARIE, MI	552,000.00
20	SOKAOGON, WI	35,000.00
21	ST CROIX, WI	56,000.00
22	STOCKBRIDGE-MUNSEE, WI	43,000.00
23	WHITE EARTH, MN	244,000.00
24	ADDITIONAL INCREASE TO ROUND OUT TOTAL	14,000.00

Total Estimated Annual Dollar Value: \$4,700,000

3. ITEMS

A. This contract is for the procurement of seventy-two listed items. The Government shall ask for a distribution case price for what are called “bonus items.” “Bonus items” are products that will be delivered by the USDA to the prime vendor, and the prime vendor will be required to deliver these items to Indian customers along with the regular delivery to a customer. The offeror will also provide a distribution fee for “bonus items.” The government reserves the right to add other food products after award.

4. PRICING

Pricing will be based on the following formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

Definitions:

Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.

Delivered Price - The delivered price is defined as the actual last invoice price of a product that the prime vendor has paid a manufacturer or supplier for that product delivered to their distribution point. This is sometimes referred to as “landed cost”.

Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item, etc. This dollar amount shall remain constant for the complete term of the contract.

A. The Government's ordering system requires that pricing will be fixed for a certain period of time. Pricing will be at the time of order. These prices will be fixed until delivery, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.

1. For example, orders placed on March 1st will be priced at time of order, if the delivery is required between March 2nd and March 7th, inclusive. If delivery is not required until 8 March, or after, the order will be priced with those prices in effect at the time of delivery.

B. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by **Thursday, 1:30 PM Philadelphia time**. See Attachment entitled "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract.

C. Vendors may submit alternate price change submissions (832 updates). However, it should be noted that prices cannot be updated more frequently than weekly. For example, it may benefit both the offeror and the government to submit prices bi-monthly on Thursday.

D. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. For the **Distribution Price Category only**, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case, whereas if you sell the product by the pound or by the each, the distribution price would be listed accordingly. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point. Offerors may utilize the category listing below, or submit their version of categories. There is an upper limit of fifteen (15) categories that one may submit. The Government's categories are listed below. It is highly recommended that this list be utilized. However, deviations will be accepted provided that the additional categories are reasonable and not in excess of the 15 category limit.

1. Frozen Meats
2. Frozen Poultry
3. Bakery and Cereal Products
4. Beverages (with or without equipment)
5. Bouillon and Soups (Canned and Dried)
6. Butter and Margarine
7. Other Dairy Products not mentioned
8. Confections, Nuts and Sugars
9. Fats and Oils
10. Other Semi-perishable Items not mentioned above
11. USDA Bonus Items*

Note: This category must be included in all proposals. The distribution price for USDA Bonus items only includes those costs associated with storing, handling, shipping, and transportation. It should not include acquisition costs, and other associated overhead, as the vendor will not incur these costs. Additional information can be found on page 17.

If Fresh Fruit and vegetables become a requirement, customers supported under the contract are expected to order their Fresh Fruits and Vegetables from the Defense Subsistence Office (DSO) under a separate award.

5. AWARD DETAILS

Any award (s) made against this solicitation will result in an Indefinite Quantity Contract. The Government's preference is to make one award.

6. ESTIMATED VALUE / GUARANTEED MINIMUM/MAXIMUM

A. The estimated dollar value of this total acquisition is \$4.7 million per year and \$23.5 million inclusive of the base year plus four (4) option years.

B. The guaranteed minimum will be twenty-five percent (25%) of the estimated award dollar value per contract period. The maximum ceiling will be one hundred and fifty percent (150%) of the estimated dollar value per contract period. The maximum ceilings are not negotiable.

7. OPTIONS

A. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful prime vendor is **mandatory**. The distribution prices for each option year shall be offered as a percentage, increase or decrease, from the base year. The Distribution prices offered on each option year will be calculated with the delivered price proposed for each evaluated item.

B. Prices will be evaluated inclusive of the options, i.e. the totals for all prices for the base year plus option years will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

C. Offerors are reminded, that at any point during the base year, or one of the option years that the contract reaches its maximum monetary ceiling of 150%, the Government reserves the right to exercise the option less than one (1) year after the award date.

8. NON-COMPETITION

The offeror warrants that he will not actively promote, encourage, or market any of the customers, on this acquisition, away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity.

9. CATALOG

Unless otherwise specified, items catalogued are not considered proprietary.

10. RELATED NON-FOOD ITEMS AND MANDATORY NON-FOOD ITEMS

- A. The Government reserves the right to incorporate into any resultant contract(s) any consumable or disposable products (related non-food items) associated with the preparation or serving of food. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies.
- B. Upon this implementation certain items will require sourcing via NIB/NISH centers/stores.

11. MANDATORY ITEMS - FOOD

A. The items listed below, in stated package or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH). The mandatory sources now have the ability to package these items in a wide variety of sizes. The Prime Vendor must contact the mandatory source of supply to ascertain if the specific size needed by the customer is available from the mandatory source, prior to obtaining these items from another source.

<u>NSN</u>	<u>ITEM</u>
Various	Pancake Mix,
Various	Cake Mix, Devil’s Food
Various	Cake Mix, Gingerbread
Various	Paprika, Ground 3oz, 4oz or 5oz jr
Various	Garlic Powder 1lb jr
Various	Dining Packets

B. List of Suppliers

1. Pancake Mix, Devil’s Food Cake Mix and Gingerbread Cake Mix:
- Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 931-432-5981
Fax: 931-432-5987
2. Garlic Powder and Paprika:
- Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY
POC: Mr. Jack Pipes
Voice: 1-800-864-7835 X252
3. Dining Packets:
- National Industries for the Blind

1901 N. Beauregard Street - Suite 200
Alexandria, VA 22311-1727
POC: Mary Johnson
Voice: 603-578-6512

C. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

12. REBATES / DISCOUNTS

A. The following instructions for rebates and discounts refer to those that are in addition to NAPA's and Food Show Discounts. As discussed in the following sections, all NAPA's and Food Show Rebates must be given in the form of a deviated price.

B. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Governmental organization shall be returned to DSCP in the form of an up-front price reduction (resulting in a lower delivered invoice price to the customer/reduced STORES price), via the weekly 832, catalog change transmission.

C. The Prime Vendor shall be as aggressive as possible in pursuing all rebates, including mail in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or any other Government customer, of similar size and dollar value.

D. A rebate report shall be provided to the Contracting Officer on a monthly basis. This Rebate report shall be a break out of all rebates by manufacturer, then sorted by customer/dining facility. The Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and ensure that moneys due to the Government have been properly returned in accordance with the offer.

13. NATIONAL ALLOWANCE PRICING AGREEMENT (NAPA)

A. Definitions:

1. Agreement Holder - the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Prime Vendor contracts.

2. National Allowance Pricing - the program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's unified buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.

3. National Allowance Pricing Agreements (NAPAs) - agreements between DSCP and suppliers/manufacturers, which identify product category, allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or fee in any way. All applicable allowances are deducted prior to the Prime Vendor's distribution fee.

B. DSCP has implemented a NAPA Program as part of the Subsistence Prime Vendor program. Under the NAPA Program, DSCP will enter into agreements with suppliers/ manufacturers.

C. Under the NAPA Program, Agreement Holders will:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Prime Vendor Program.

2. Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction.

D. NAPA's neither obligate the Prime Vendor to carry, or the ordering activity to purchase, any of the agreement holders products, however NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

E. If a contractor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then the contractor is required to pass on these savings to the customer.

F. Under a contract resulting from this solicitation:

1. Within five (5) working days from notification of award, the awardee will contact Marty Lieb, Program Manager, NAPA Team, (215) 737-4210. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to by the Prime Vendor and the agreement holder.

3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practices. However, DSCP will attempt to facilitate any such disputes.

G. The NAPA Program is for the exclusive use of DSCP customers under the resultant contract.

14. NAPA TRACKING PROGRAM

The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking web site.

Data shall be submitted as follows:

1. Format.

The required information shall be formatted in an excel sheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Requests to change from one format to another must be forwarded to the contracting officer for approval.

2. Transmission of Data.

Information shall be submitted electronically via—

(a) email to data@one2oneus.com. Include contract number(s) in email title.

OR

(b) FTP to <ftp://ftp.one2oneus.com>. Inquire for a username and password.

3. Frequency of Submission.

Information shall be submitted as often as the data may change but no more than weekly.

4. Contents of the Data File.

The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA, that are shipped to the government. All of the fields for each item must be populated with information unless otherwise stated.

<u>Field #</u>	<u>Field Description</u>	<u>Field Name</u>	<u>Width</u>	<u>Format</u>	<u>Note</u>
1	Prime Vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	3	Alpha-Numeric	
4	Manufacture SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6*	Unit Allowance Amount	ALLOW	12	9999999.9999	Note 3
7*	Allowance UOM	ALLUOM	3	Alpha-Numeric	Note 4
8*	Allowance to Ship Conversion	ALLCONV	12	9999999.9999	Note 5
9	Prime Vendor Markup Amount	PVMARKUP	12	9999999.9999	Note 6

*Fields 6, 7 and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields

6, 7 and 8 can be left blank or zero.

NOTES:

1 This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the **manufacturer's** part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.

2 This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the **manufacturer** of the product not necessarily who supplied you the product.

3 This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

4 This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.

5 Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for Case, and the allowance UOM is "CS", for Case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the Allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

6 For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

15. FOOD SHOWS

A. DSCP actively participates in vendor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.

B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate.

C. Approximately one (1) week prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager with the following information:

1. List of brokers/manufacturers attending the Food Show.
2. Map showing the locations of booths.
3. Effective period of the allowances.
4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked.
5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances.

The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

- a. Vendor Part Number
- b. Description of item
- c. Usage quantity
- d. Manufacturer/Brand
- e. Booth Number of exhibitor representing the product.

D. At the end of the Food Show allowance period, the vendor shall submit to the Account Manager a Food Show savings report by customer. This shall be completed within 3 weeks of the ending of the allowance period.

E. Food Show Allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832-catalog transaction.

16. CUSTOMER SERVICE

The Prime Vendor shall treat each and every customer covered under this contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

17. CUSTOMER SUPPORT

A. The Prime Vendor shall provide at least one (1) full time customer service representative to maintain continuous contact with the ordering activities. The name of the representative and the phone number, beeper number, e-mail address, or any other method of communicating with the representative, shall be furnished to the customers after award.

- B. Since many of our customers only have access to the government phone network, offerors are required to have a toll free telephone and toll free FAX to accommodate all customers outside of the local calling area.
- C. The customer must be notified immediately regarding any out-of-stock item.
- D. No substitutions are acceptable.

18. NEW ITEMS

If the USDA requires an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a total of thirty (30) days to source items, excluding Government processing time, and add them to Vendor Item Catalog via 832 catalog transaction. These items should then become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered on a regular basis.

19. USDA BONUS ITEMS

Occasionally the USDA procures items on its own and requires delivery of these items to the customers' locations. USDA Bonus Items support involves the transportation of these designated bonus items from the Prime Vendor's distribution center to Tribal Organizations that order the product. The USDA will work out an agreement with the Prime Vendor regarding the delivery of the bonus items to the prime vendor's warehouse. In pricing for this category, the fee is to include only the Prime Vendor's distribution costs for the USDA Bonus Items, which currently include, but are not limited to, cranberry sauce, trail mix, and canned black eye peas.

20. ADDITIONAL CUSTOMERS

A. The Government reserves the right to add other Indian Reservations in the solicited areas to the Prime Vendor contract based on a mutually agreed upon implementation plan. If a customer is on the border of one of the surrounding states, in an area where the Prime Vendor in that area does not normally travel, the successful offeror of this contract may be asked to service those customers.

B. The additional customers cannot increase the dollar value of the contract by more than 50%. It should be noted that the 50% new business would also be allowable at the maximum ceiling.

C. To the extent that the customers supported under the contract do not meet the estimated dollar value, the Contracting Officer reserves the right to add more additional business.

D. Additional customers are limited to those that receive Federal funding.

DESCRIPTIONS / SPECIFICATIONS

1. DEFENSE APPROPRIATIONS ACT

A. All items supplied under the contract awarded, as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2241, Note 1) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be grown and produced in the United States or its' possessions.

B. Vendors are reminded that the annual Defense Appropriation Act requires that all food products supplied to the military, which are paid for by appropriated funds, must comply with the Berry Amendment and the Buy American Act. This would not apply to commissary resale items or for the acquisition of those items listed below:

Bananas	Beef, corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew Nuts
Castor Beans and Oil	Chestnuts
Chile	Cocoa Beans
Coffee, raw or green bean	Oranges, mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	
Olives (green), pitted or unpitted or stuffed in bulk	
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.	

C. During the year, the Government may issue individual domestic non-availability determinations when warranted. The Contracting Officer will forward a notice to the Prime Vendor as the determination (s) is (are) made.

2. ORDERING SYSTEM

A. Most customers listed within this solicitation are currently using the Subsistence Total Order and Receipt Electronic System (STORES) on the web. Future customers may be added that do not have the capability to be under the STORES environment. The offeror may be required to provide alternate methods for these customers to place orders.

B. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, Marines, individual ordering systems and translating the orders into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing.

2. Customers will be able to order all of their food and beverage requirements through STORES On the Web.

3. The Prime Vendor shall be required to interface with STORES. In order to interface with STORES, the offeror must be able to support the following EDI transaction sets:

832	Catalog (Outbound - Vendor to DSCP)
850	Purchase Order
861	Receipt
997	Functional Acknowledgment
810	Electronic Invoice

The offeror may be required to transmit any or all of the above transaction sets in order to demonstrate their EDI capability. Offerors who propose to import their Corporate EDI transaction capability must provide the time frame for installation to their system.

4. In the event the STORES system or your interface is not operational you must provide alternate ways a customer may order (e.g. FAX, Phone, Pick-up orders, etc).

5. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.

6. The vendor MUST have access to the Internet and be able to send and receive electronic mail (email).

7. Unit prices and extended prices must be formatted two (2) places to the right of the decimal point. STORES WILL NOT ACCOMMODATE POSITIONS 3 ABOVE AND BEYOND THE DECIMAL POINT.

8. Within the 832 transaction the offeror is required to submit "Item Descriptions" per the Government's format. An example is, "Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut".

3. ORDER PLACEMENT

A. Customers shall place their orders to accommodate a "skip day" delivery except for Friday orders which would be deliverable no earlier than Tuesday i.e., an order placed on March 1st would have a required delivery day of March 3rd. Orders may be placed with a longer lead-time; however the minimum lead-time is "skip day".

B. The Prime Vendor shall advise the customer by 12 noon on the skip day of the non-availability of an item. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should advise them of the not in stock position of the item.

4. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

B. Commercial standards should be used to maintain temperatures appropriate for individual items.

C. Level of Product Quality

1. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

a. Identical in respect to packaging and packing when the DoD unit of issue is not described by weights (e.g. pound or ounce). For example, NSN 8915-00-286-5483, "Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio in the STORES ordering system cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG).

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15 lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

c. Equivalent in respect to grade or fabrication.

2. When the STORES cataloging function of matching your part number to a Government National Stock Number (NSN) or Local Stock Number (LSN) is performed, the item must meet or exceed the Government item description, which includes the Unit of Issue. If the item does not meet the Government description, or if there are any new items that the customer requests, then a LSN may be requested.

5. QUALITY PROGRAM

A. Supplier Selection

A supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall equal that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

B. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Ensure requirements of the Berry Amendment are met;
7. Customer satisfaction is monitored;
8. Product discrepancies and complaints are resolved and corrective action was initiated;
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
10. Compliance with EPA and OSHA requirements;
11. Salvaged items or products shall not be used;
12. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement;
13. HAACP, if applicable

6. WAREHOUSING AND SANITATION/STORED PRODUCTS PEST MANAGEMENT PROGRAM

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items. Records of inspection performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action. Accepted industry standards for the above programs include, but are not limited to, the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act (as amended), the Food, Drug, and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

7. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

A. Applicable food products, e.g. poultry, dairy and seafood items delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the “*Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements*”, or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA).

B. The following is the Internet Link to VETCOM’S Directory of Sanitarily Approved Food Establishments:

<http://domino1.hcssa.amedd.army.mil/vetcom.nsf>

8. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for the “Market Basket” items identified in this solicitation if product being priced is **not an “identical match”** (excluding pack size changes) to the item we requested. The technical description must contain sufficient detail to determine the product’s salient characteristics for comparison to that solicited in the schedule of items. Offeror shall label the technical description with the market basket item number and its corresponding NSN/LSN, for identification purposes. “Pack size changes” must be identified for customer acceptance and price evaluation purposes only but do not require the submission of the technical description.

Note: Meat items that are considered an “identical match” shall meet all the general and detailed requirements of the NAMPS Meat Buyers Guide (i.e. Purchaser Specified Options (PSO)). Fat limitations – unless otherwise specified the maximum average fat thickness shall be 0.25 inch and trim, weight and thickness tolerances, and the specified Quality Grade. Reference NAMPS/IMPS and grade standards for commercial use.

9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS

A. The Subsistence Prime Vendor Technical and Business Support Branch will conduct Prime Vendor Quality System Management Visits (QSMV’s) to review the contractor’s methods used to meet the terms of the contract and to verify that those terms are being met. QSMV’s may include on-site visits to subcontractors and/or product suppliers. The contractor shall be responsible for coordinating these on-site visits by DSCP Personnel with their subcontractors/suppliers. A copy of DSCP’s Standard Operating Procedure for QSMV’s is attached, as Attachment 1.

B. BASIC AUDITS

1. The National Meat, Poultry, Seafood and Processed Products Audit Programs function as a Service and Quality Assurance check for our DoD customers to ensure the DSCP customers are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

- (a) Prime Vendors adherence to contract requirements.
- (b) The quality level of the materials supplied is at a satisfactory quality level and uniform throughout the DSCP-H Prime Vendor Regions.
- (c) There is no product misrepresentation or substitution.

2. The Audit objectives are accomplished utilizing the expertise of the USDA AMS Livestock and Seed Division personnel (Meat Graders), USDC National Marine Fisheries Service and DSCP-HFS Quality Assurance personnel, which form the National Meat, Poultry, Seafood and Processed Products Audit Product Review Team.

3. The National Meat, Poultry, Seafood and Processed Products Audit technical product review is intended to provide, a partnership between the customer, prime vendor and DSCP-H, a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from or compliance with established quality requirements is provided during the product review. This technical discussion makes possible an understanding of the customers need for certain quality requirements so that systems supporting the manufacturing and distribution of the item can be tailored to meet these requirements. This approach makes it a win-win for the customer, prime vendor and DSCP-H.

4. For each Prime Vendor it is expected that an audit would be conducted several times through the life of the contract. This includes the base year of the contract, plus any and all option-years in which the government's option is exercised. For this contract it is expected that a partial number of items from the contract catalog will be selected, and those items will be shipped to DSCP for the actual audit. The Audits will be conducted at the DSCP Subsistence Test Kitchen. It is expected that the audit will be conducted in a seminar setting with participation from you and your suppliers. The average cost for this total audit is approximately \$3000.00. As a Prime Vendor you will be required to provide samples of the government's choice up to a dollar value ceiling of \$3,000.00 for the audit. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

5. Audit Results: Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit.

6. Follow-up Audits: Follow up audits may be scheduled within a one-year period of the initial audit, based on the recommendation of the evaluators of the Basic Audit. If a follow-up is required due to observation and/or outcome of the initial audit, all samples are to be at the expense of the Prime Vendor.

Non-routine follow up audits may be scheduled if several items do not meet the government's requirements as presented in the catalog descriptions.

PACKAGING AND MARKING

1. PACKAGING, PACKING, AND LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulation promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.

D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.

2. MARKINGS

A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. Open dating is preferred, but code dating is acceptable.

INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military inspector, or the dining facility manager of food service.

B. All deliveries are subject to military inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product, unless agreed upon by the receiving activity (customer). All overages/shortages/returns are to be noted on the delivery ticket by receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

2. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4 "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

3. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

4. REJECTION PROCEDURES

A. If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the receiving official shall notify the accountable food service officer. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or their representative.

C. In the event an item is rejected, delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were

previously rejected shall be made, so that their food service requirements do not go unfulfilled for that day. The re-delivered items will be redelivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected after initial delivery is made, the prime vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo, along with the original invoice is to be sent to the DSCP Account Manager.

1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo for returned product is to be attached to the invoice.

E. It is a requirement of this solicitation that product shall be inspected upon receipt. However, acceptance of supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for non-conforming supplies or latent defects.

F. Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

DELIVERIES AND PERFORMANCE

1. EFFECTIVE PERIOD AND TERMS OF INDEFINITE QUANTITY CONTRACT

The duration of the contract(s) is for a one (1) year period beginning at the first significant STORES order. The first order under the resultant contract is expected to take place starting 30 June 2003. The Contractor's start up period will take place prior to the first order. The contractor shall have a proposed implementation schedule within twenty-five (25) days after date of award in order to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. This schedule is to be forwarded to the Contracting Officer upon completion. A minimum of twenty-five days for actual implementation will be provided. No more than thirty days will be permitted for the prime vendor to have fully functional distribution accounts in place for all customers.

2. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. There are no substitutes allowed. It is critical that deliveries have a 100% fill-rate.

3. POINT OF DELIVERY

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point.

B. Specific delivery point information is listed on the following pages:

DELIVERY SCHEDULE FOR: THE INDIAN RESERVATIONS

MICHIGAN

Sault Ste. Marie Tribe
3601 Mackinaw Road
Sault Ste. Marie, MI 49783
P.O.C. Anthony Nertoli - 906-635-6076

TUESDAY AM
Deliveries Per Month - 3
1st, 2nd, & 3rd Weeks of Month
Fax: 906-635-3658

Keweenaw Bay FDP
Route 1, Box 470
Keweenaw Bay, MI 49946
P.O.C.: Gretchen Emery - 906-524-7340

FRIDAY AM
Deliveries Per Month - 1
1st Week of Month
Fax: 906-524-7349

Bay Mills Commodity Prog.
12140 W. Lakeshore Drive
Brimley, MI 49715
P.O.C. Leah Jahnke - 906-248-3204

TUESDAY AM
Deliveries Per Month - 2
1ST and 3RD Weeks of month
Fax: 906-248-5765

Pokagon Potawatomi
52366 M51 North
Dowagiac, MI 49047
Acting Director Robert Linn - 888-281-1111

THURSDAY PM
Deliveries Every Other Month - 1
1st Week of Month
Fax: 616-782-7814

Little Traverse Bay Bands of Odawa Indians
1345 US 31 North, Box 246
Petoskey, MI 49770
P.O.C.: Theresa Boda - 231-348-5951

TUESDAY PM
Deliveries Per Month - 1
3RD Week of Month
Fax: 231-348-5951

Little River Band of Ottawa Indians
1726 US 31 South
Manistee, MI 49660
P.O.C. Yvonne Theodore – 231-398-6715

TUESDAY PM
Deliveries Per Month - 2
1ST & 3RD Weeks of Month
Fax: 231-398-6753

MINNESOTA

White Earth Food
HCO 3, Box 111
Star Route
Mahnomen, MN 56557
Gloria Goodwin, Director - 218-935-2233

WEDNESDAY AM
Deliveries Per Month - 3
1ST, 2ND & 3RD Weeks of Month

Fax: 218-935-2235

Leech Lake Reservation
Leech Lake Band of Ojibwe
Route 3 - Box 100
Cass Lake, MN 56633
Susie Roy, Director - 218-335-2676

THURSDAY AM
Deliveries Per Month - 2
1ST & 3RD Week of Month
Clawson Croaker Bldg.
Fax: 218-335-2152

Fond du Lac
Fond du Lac Reservation
1720 Big Lake Road
Cloquet, MN 55720
Darlene Mostrom, Director - 218-878-7505

TUESDAY PM
Deliveries Per Month - 1
3RD Week of Month

FAX: 218-879-4146

Bois Forte
Bois Forte Reservation
P. O. Box 16
5316 St. Mary's Drive
Nett Lake, MN 55772
Mavis Drift, Director - 218-757-3504

TUESDAY AM
Deliveries Per Month - 1
3rd Week of Month

Fax: 218-757-3312

Red Lake
Red Lake Chippewa
Box 253
Red Lake, MN 56670
Clarence Brown, Director - 218-679-3720

TUESDAY AM
Deliveries Per Month - 2
2ND & 4TH Weeks of Month

Fax: 218-679-2185

Grand Portage Reservation
Grand Portage RTC
P. O. Box 326
Grand Portage, MN 55605
Bill Vogel, Director - 215-475-2480

TUESDAY PM
Deliveries – Every 3rd Month
3rd Week of Month

Fax: 215-475-2284

Mille Lacs Community
Mille Lacs Band of Ojibwe
Government Building
HCR 67 Box 194
Onamia, MN 56359
Nora Benjamin, Director Tele: 320-532-7496

WEDNESDAY PM
Deliveries per Month- 1
1st Week of Month

Fax: 320-532-3725

WISCONSIN

Menominee Tribe of WI
P. O. Box 910
Keshena WI 54135
Pat Roberts, Director - 715-799-5132

MONDAY AM
Deliveries Per Month - 2
2ND & 4TH Week of Month
Fax: 715-799-4325,

Lac Courte Oreilles
Lac Courte Oreilles Govt.
13394 Trepania Road
Hayward, WI 54843
Dan Butler, Director - 715-634-3677

TUESDAY AM
Deliveries Per Month - 2
1ST & 3RD Weeks of Month

Fax: 715-634-4797

Red Cliff
Red Cliff Band of Lake Superior Chippewa
Bayfield, WI 54814
Peggy Charette, Director - 715-779-3740

MONDAY AM
Deliveries Per Month - 1
1st Week of Month
Fax: 715-779-3730

Stockbridge-Munsee
N8476 Moh He Con Nuck
Bowler, WI 54416
Jeff Duffek, Director - 715-793-4941

MONDAY PM
Deliveries Per Month - 1
2nd Week of Month
Fax: 715-793-1307

St. Croix
St. Croix Tribal Council
P. O. Box 287
Hertel, WI 54845
Darren Merrill, Director - 715-349-7368

TUESDAY PM
Deliveries Per Month - 1
3rd Week of Month
Fax: 715-349-5768

Bad River
Bad River Band of Lake Superior Ojibwe
P. O. Box 28
Odanah, WI 54861
Patrick Mayotte, Director - 715-682-7897

MONDAY AM
Deliveries Per Month - 1
1ST Week of Month
Fax: 715-685-2781

Ho Chunk Nation
P. O. Box 202
Black River Falls, WI 54615
Patty Hall, Director Tele: 715-284-7461

WEDNESDAY AM
Deliveries Per Month - 2
2nd and 4th Weeks of Month
Fax: 715-284-5620

Lac du Flambeau
Lac du Flambeau Chippewa
P. O. Box 305
Lac du Flambeau, WI 54538
Betty Jo Graveen, Director - 715-588-3303

TUESDAY PM
Deliveries Per Month - 1
1ST Week of Month
Tri-Building
Fax: 715-588-7930

Sokaogon
Route 1 - Box 625
Crandon, WI 54520
James Polar, Director - 715-478-3404

MONDAY PM
Deliveries Per Month - 1
4TH Week of Month
Fax: 715-478-7580

Oneida
Oneida Tribe of Wisconsin
N7310 Water Circle Pl.
Oneida, WI 54155
Nori Damrow, Director
Tele: 920-869-1041

TUESDAY AM
Deliveries Per Month - 2
2ND & 4TH Weeks of Month
Fax: 920-869-1668

4. FILL RATE / SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include mispicks, damaged cases, etc.:

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

B. The fill rate shall be calculated without substitutions.

Note: Substitutions are not approved.

5. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year’s Day	Labor Day
Martin Luther King, Jr’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm, other than those specified above, must be listed Below: Also, specify your policy for celebrating holidays that fall on the weekend.

6. EMERGENCY ORDERS

The contractor shall provide a maximum of two emergency orders per month, per installation, at no additional charge. All emergency orders for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities the name of the contractor representative responsible for notification of receipt and handling of such emergency service and their toll free phone number, Fax number, email and/or pager number.

7. AUTHORIZED RETURNS

- A. The contractor shall accept returns under the following conditions:
 - 1. Products shipped in error
 - 2. Products damaged in shipment
 - 3. Products with concealed or latent damage
 - 4. Products that are recalled
 - 5. Products that do not meet shelf life requirements
 - 6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule
 - 7. Products delivered in unsanitary delivery vehicles
 - 8. Products delivered that fail to meet the minimum / maximum specified temperature
 - 9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error
- B. Any other condition not specified above that is deemed to be valid reasons for return.

8. SHORT SHIPMENTS / SHIPPING ERRORS

- A. Short shipment will be noted by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

CONTRACT ADMINISTRATION DATA

1. CONTRACTING AUTHORITY

A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract.

B. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

2. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return Original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

B. The vendor shall submit two (2) signed copies of the invoice to the Defense Finance and Accounting Service (DFAS) Columbus Center for payment except for electronic payment. At least one (1) of the invoices must be an ORIGINAL, WITH ORIGINAL SIGNATURE. Each invoice shall contain sufficient data for billing purposes. This includes:

1. Contract Number
2. Call Number (also referred to as Delivery Order Number and/or Contract Order Number)
3. Purchase Order Number
4. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
5. Item Nomenclature
6. Quantity purchased per item and Unit of Issue
7. Clearly identified changes and annotations on all copies
8. Total dollar value of invoice recalculated, if applicable.

C. It is ***strongly preferred*** that there be only one (1) invoice per customer facility per delivery. Vendors are discouraged from submitting separate invoices for dry, chill and freeze products. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc. In addition, all invoices groups must be sent to DFAS Columbus together.

D. For catch weight items, standard rounding methods must be observed i.e. <5 , rounded down; ≥ 5 , rounded up. All weights must be rounded to whole pounds using standard rounding methods.

E. ***ADD-ON ITEMS BY PRIME VENDOR CONTRACTORS*** – When a prime vendor customer adds an item to an existing order (e.g. 9999 clin), the Prime Vendor contractor should add these items to the end of the original invoice. An “add-on” is an item or items ordered after the original electronic order has already been released and must be placed through other means, e.g. by telephone, fax, etc., but will be delivered along with the original order. When add-ons are invoiced separately in lieu of the invoice with the original order, it greatly complicates the payment process. A clean invoice, i.e. an invoice that totally matches what was delivered, expedites the payment process considerably. Therefore, *we strongly encourage* our Prime Vendors to invoice as above. Compliance with the above will help us help you receive your payments in a timely manner.

3. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of **Clause 52.212-4 “Contract Terms and Conditions - Commercial Items”**, appearing in the section of this solicitation entitled “Contract Clauses”.

C. Payment is currently being made in approximately 7 days after the receipt of a proper invoice; however, it is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

4. ADMINISTRATION

A. Administration of the contract will be performed by the DSCP Prime Vendor Office

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

SPECIAL CONTRACT REQUIREMENTS

1. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25% on this Contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

2. MANAGEMENT REPORTS

The contractor shall provide the (F) Small Business Subcontracting Report and (H) Fill Rate Report to the DSCP Contracting Officer on a monthly basis. These reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. E.G., reporting period of January 1 through January 31, reports must be received by February 7. All other reports are to be submitted upon request.

* - Submitted on a monthly basis

A. Descending Dollar Value Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled.

B. Product Line Item, Stock Number Order - Sorted by DSCP Stock Number. List all information including DSCP Stock Number, quantity purchased, dollar value, Vendor Part Number, Item Description and DSCP Unit of Issue

C. Descending Case Volume Purchases - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be subtotaled by product category and overall total.

D. Product Line Item Rejection Report - Sorted by line item, number of units received, number of units rejected, total dollar amount of units received, and the total dollar amount of units rejected. Dollar amounts should be subtotaled by product category and totaled overall.

E. Product Line Item Not-In-Stock Report - Sorted by date order was placed, line item, number of units ordered, number of units not received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

***F. Small Business Subcontracting Report -**

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), hub zone small business, women-owned small businesses and women owned small disadvantaged businesses and Veterans Owned Small Business. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, historically Black Colleges or Universities and Minority Institutions.

G. Product Line Manufacturer/Supplier Listing - This report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above

***H. Fill Rate Report** - The contractor will submit a monthly report by customer to the DSCP Contracting Officer with the following information:

1. Fill Rate without Substitutions
2. Fill Rate with Substitutions
3. List of all items that were Not In Stock, returned, damaged, mispicks, etc.
4. List all items that were "substitutes" and reason they were substituted.

I. Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies and complaints from the ordering activities and their respective resolutions.

J. Rebate Reports -

1. **General Rebates** - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

2. **Food Show Rebates** - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

K. Financial Status Report - In order to ensure timely payments, it is requested that a summarized accounts receivable and/or a "days of outstanding sales" be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

CONTRACT CLAUSES

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

52.212-1 (continued)

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L’Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

52.212-1 (continued)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>.

If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

**ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS-
COMMERCIAL ITEMS (OCT 2000)**

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (a). Delete all references to the "SIC Code".
2. Paragraph (b) *Submission of offers*.
See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand-carried or faxed (when authorized).

X Faxed offers are NOT authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

3. Paragraph (b), Submission of offers, is expanded as follows:

(12) Proposal Preparation – SEE "Instructions, Conditions, and Notices to Offeror"

4. Paragraph (c) *Period for acceptance of offers*.

X Period of acceptance is **150** days.

5. Paragraph (h) *Multiple awards* is deleted in its entirety

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -COMMERCIAL ITEMS (JULY 2002) ALTERNATE I (APRIL 2002)

(a) Definitions. As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-Disabled Veteran-Owned Small Business Concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-Owned Small Business Concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

52.212-3 (continued)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small Business Concern.*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

52.212-3 (continued)

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

52.212-3 (continued)

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

52.212-3 (continued)

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American
(American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American
(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance.

The offeror represents that--

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

52.212-3 (continued)

(f) Buy American Act Certificate.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

ATTACHMENT TO 52.212-3

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) DFARS

(a) Definitions.

“Domestic end product,” “qualifying country,” “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that—

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the

United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
<hr/>	<hr/>
<hr/>	<hr/>

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)
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(a) Inspection/Acceptance.

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes.

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

52.212-4 (continued)

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

52.212-4 (continued)

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

52.212-4 (continued)

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
- (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), *Inspection/Acceptance*, is revised to add the following:
“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer.”

2. Paragraph (c), *Changes*, is deleted in its entirety and replaced with the following:

(c) *Changes*.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) method of shipment or packing;
- (ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.”

3. Paragraph (o), *Warranty*, is revised to add the following:

“In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should follow the procedures as outlined below:

(1) Immediately notify the following personnel:

- (i) Customers that have received the recalled product
- (ii) DSCP Contracting Officer
- (iii) DSCP Account Manager
- (iv) DSCP Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DSCP Consumer Safety Officer:

- (i) Reason for recall
- (ii) Level of recall, i.e. Type I, II or III
- (iii) Description of product
- (iv) Amount of product
- (v) List of customers that have received product
- (vi) Name and phone number of responsible person (Recall Coordinator).

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DPSC Consumer Safety Officer.”

ADDENDUM TO 52.212-4 (Cont'd)

4. Paragraph (t), *Price Changes*, is added as follows:

(t) *Price Changes*.

(1) Definitions.

(i) **Unit Price** – The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.

(ii) **Delivered Price** – The delivered price is defined as the actual last invoice price of a product that the prime vendor has paid a manufacturer or supplier for that product delivered to their distribution point. This is sometimes referred to as “landed cost”.

(iii) **Distribution Price** – The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item, etc. This dollar amount shall remain constant for the complete term of the contract.

(2) Effective Period of Prices. Pricing will be at the time of order. These prices will be fixed until delivery, provided that the delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date. The offeror warrants that the current delivered prices do not include any allowance for possible future increases. The vendor may not submit its invoices to DFAS Columbus for payment until notified by the customer that all product has been received in good condition and in the quantities stated on the invoice. This notification must be in writing.

(3) The offeror also warrants that its unit prices are equal to or lower than its most favored customer for similar quantities under comparable terms and conditions. (Should price verifications reveal any instances of overpricing, the contractor further agrees to reimburse the Government for that amount.)

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each item category of items, which shall be expressed as a dollar figure. The distribution price may differ per category; however, each category and the associated items, which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 1: EDI Implementation Guidelines” for more information of the various EDI transaction sets required under this contract.

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices, which it pays to its suppliers. This supporting documentation shall be in the form of delivered price invoices and unit prices charged to the Prime Vendor’s commercial business as well as suppliers’ quotations, invoices, catalogs, published price lists and any other information as required by the Contracting Officer.

(7) The Government shall perform price verification analyses from time to time throughout the term of the contract. When requested, the contractor shall provide to the Contracting Officer delivered price invoices. The Prime Vendor shall keep all delivered price invoices for a period of at least one (1) year after issuance of the applicable delivery order. As a minimum, the Contracting Officer shall review the invoice in conjunction with the distribution price to verify the accuracy of the delivery order unit price (i.e. the unit price in effect in the contractor’s electronic catalog at the time of delivery order placement).

ADDENDUM TO 52.212-4 (Cont'd)

(8) The delivered price plus distribution price should equal the delivery order unit price. The contractor shall promptly refund any overcharges discovered during this process. Overcharges shall also result in more frequent price verification analyses.

(9) The Prime Vendor shall obtain product from suppliers who can provide the best value to the Government in terms of price, delivery, and quality. Whenever appropriate, the Prime Vendor shall take advantage of "reduced price specials" and "sales" offered by suppliers, as well as those manufacturers that have a National Allowance Program Agreement (NAPA) with DSCP. A list of NAPA holders is attached to this solicitation.

(10) The requirements of this clause shall also apply to new items added to the Contractor's electronic catalog after contract award.

NOTE: In conjunction with the above clause, the contractor should note the following:

Variable weight items (such as meat and poultry (roasts, turkey, etc.) and lump sum billing can not be receipted in decimals, e. g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

(11) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the actual product cost plus the negotiated distribution fee.

(ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.

(iii) A report of overcharges and undercharges will be forwarded to the contractor with a request for payment, if appropriate. In the event that the Contractor undercharges the Government, the Contractor shall timely file a claim for reimbursement for such undercharge with the Contracting Officer, who shall review such claim and, if warranted, promptly pay or credit the Contractor for the amount of such undercharge. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

(iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.

(v) Unit prices shall be limited to a maximum of two (2) decimal places. For evaluation and award purposes, offers containing a unit price of more than two (2) decimal places shall be rounded off to two (2) decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two (2) decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS MAY 2002) DEVIATION
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(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) **52.222-3**, Convict Labor (E.O. 11755).
- (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☒ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (4)(ii) Alternate I to 52.219-5.
- ☐ (4)(iii) Alternate II to 52.219-5.
- ☒ (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (8)(ii) **Alternate I** of 52.219-23.
- ☐ (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- ☐ (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (11) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- ☒ (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (13) **52.222-26**, Equal Opportunity (E.O. 11246).

52.212-5 (continued)

- X (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (16) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
Paragraphs (18) through (20) are not applicable and have been deleted.
- (21) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
Paragraphs (22) and (23) are not applicable to DoD acquisitions and have been deleted.
- X (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- X (25) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- (28)(ii) **Alternate I** of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

52.212-5 (continued)

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);
and
- (5) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002) DFARS**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ **52.203-3** Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ **252.206-7000** Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
- ☒ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☒ **252.225-7001** Buy American Act and Balance of Payments Program (MAR 1998) 41 U.S.C. 10a-10d, E.O. 10582).
- ☐ **252.225-7007** Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ **252.225-7012** Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).
- ☐ **252.225-7014** Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- ☐ **252.225-7015** Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- ☐ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (☐ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- ☐ **252.225-7021** Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C.2779).
- ☒ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- ☐ **252.225-7029** Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- ☐ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (☐ Alternate I) (SEP 1999) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.212-7001 (continued)

- ___ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ___ **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ___ **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (10 U.S.C. 2631).
- ___ **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014** Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

ADDENDUM

The following ADDITIONAL CLAUSES are set forth in FULL TEXT:

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
DFARS

(a) Definitions.

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (MAR 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA). The General Services Administration (GSA), or the Department of Veterans Affairs (VA). The contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (MAR 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA). The General Services Administration (GSA), or the Department of Veterans Affairs (VA). The contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
703-998-0770

(2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
703-560-6800

52.209-9P04 CERTIFICATION OR DISCLOSURE OF SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

- (a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.
- (1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the lists of parties excluded from federal procurement or nonprocurement programs.
- (2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.
- (3) Debarred or suspended contractors proposed as subcontractors or suppliers:
- Name and Address of Contractor(s)

- (4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the government unless there are compelling reasons for this approval.
- (5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the government terminating the entire contract, or any portion thereof, pursuant to the "default" clause of such contract.
- (6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.
- (b) In addition, offerors are required to identify below, as indicated any suspended or debarred individuals appearing in the list in paragraph (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s)	Organization (If other than offeror)	Describe Association/ Relationship: (e.g., employee, consultant)

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair /replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if the supplies may be repaired on site without transporting them from their location, furnish all

materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. Costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of recalled supplies in the possession of the Government amounts to \$100 or more. Rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to Government by any other clause in the contract.

52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Phone Number:

FAX Number:

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

- In addition to any subcontracting plan required by the Clause 52.219-9:
- (i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.
 - (ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, and women-owned small business concerns during the contract period.
 - (iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged, and women-owned small businesses.
 - (iv) Specify what type of performance data you will accumulate and provide to the Contracting officer regarding your support of small, small disadvantaged, and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

52.215-9003 SOCIOECONOMIC SUPPORT EVALUATION (OCT 1996) DLAD

(a) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposed a higher percentage, complexity level, and variety of participation by small, small disadvantaged, and women-owned small businesses combined, generally will receive a higher ranking on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged, and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions.

(b) Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY
ORDER (S) (AUG 1992) DSCP**

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may repurchase the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular repurchase action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

**52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM
EXTENSION (MAR 2000) DSCP**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four [4] additional one [1] year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

52.217-9P12 Continued

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any options exercised under this clause shall not exceed one year.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) ALTERNATE I (MAY 1997) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the Government will evaluate its response to all options, both technical and price. To evaluate price, the Government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in the Supplies or Services and Prices Section specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the Government to exercise the options. For this solicitation, the options are as specified in Clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and the dates when ordered), these offers will be evaluated using the highest option price offered for each item.

52.217-9P16 EFFECTIVE PERIOD OF CONTRACT - INDEFINITE DELIVERY CONTRACT (JAN 1992) DSCP

The effective period of this contract is from 30 June 2003 through 29 June 2004

Note: The actual effective start-up period may be earlier. The effective period is dependent upon the date of award. Arrangements for the actual effective period of this contract will be confirmed after award.

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
(DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small business are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protégé, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the he buying activity and/or the Defense Contract Management Command) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997)
DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protégé based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protégé(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMC component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN.

Liquidated Damages--Subcontracting Plan (Jan 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.215-9004 JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997) DLAD

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports in the required monthly Socioeconomic Report to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997) DLAD

The Javit-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 51.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. Offeror is required to submit percentages supporting this program on a monthly basis to the Contracting Officer within the Socioeconomic Report as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

52.215-9006 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT CONTRACTOR REPORTING (DEC 1997) DLAD

The contractor shall submit periodic progress reports in the required monthly Socioeconomic Report to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be specified in its offer.

52.215-9P09 PRE-PROPOSAL CONFERENCE (JAN 1992) DSCP

(a) A pre-proposal conference will be held at DSCP to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Write or call one of the individuals identified in Block 6b of DSCP Form 33 (Page 1 of this document) if you plan to attend.

(b) Prospective offerors are requested to submit questions in writing at least five (5) days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

(c) The government will not be liable for expenses incurred by an offeror prior to contract award.

(d) Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

(e) The conference will be held at:

Location: Defense Supply Center Philadelphia
700 Robbins Avenue
Philadelphia, PA 19111-5092
Bldg. 6, Room No. 6B332 (Medium Conference Room)

Date: **December 17, 2002**

Time: 9:00 AM

NOTE: Cutoff date for receipt of questions is: **December 13, 2002**

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE
RESOLUTION (JUN 2001) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required.

Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the US Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or deleted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

52.246-9P31 (Cont'd)

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory," published by the Meat and Poultry Inspection Program, AMS, USDA. The item, to be acceptable, shall, on delivery bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to Federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs," published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(iv) Fish and fishery products from establishments listed in the "Approved List-Sanitary Inspected Fish Establishments," published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers." published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the US Public Health Service," Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service," published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams, and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" published by the US Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Services:

(i) Fruits, vegetables, and juices thereof

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs 2 (i), 2 (iii), or 2(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph 2 (i), 2 (iii), or 2(iv) above).

(iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to Armed Forces procurement agencies for commissary store resale.

52.246-9P31 (Cont'd)

(4) Subsistence items, other than those exempt from listing in the US Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," bearing labels reading "Distributed by," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. "(Semiperishable supplies shall be delivered in a non-refrigerated conveyance)". The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

**52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT
MODIFICATIONS (JAN 1992) DPSC**

Where contract modifications are issued solely for the benefit of the contractor, e.g. acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

**52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT
ACT (JAN 1992) DSCP**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

52.246-9P32 Continued

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.procregs.hq.dla.mil/icps.htm>.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

I. GENERAL INFORMATION

A. The Government is committed to applying Source Selection contracting as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition procedures, quality assurance practices, and reasonable pricing, as well as other factors.

(i) Two (2) different techniques shall be utilized when submitting your proposal, Formal Oral Presentation/Structured Plant Site Visit and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in these “Instructions, Conditions, and Notices to Offerors.” The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal.

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	TECHNICAL (Written)	5
	FORMAL ORAL PRESENTATION	
	Briefing Charts (if used)**	5
II	BUSINESS	2

****To include any presentation materials to be used (i.e. slides, videos, handouts, etc.). The names and titles of the presenters and copies of handouts must be included in the written proposals, either on your briefing charts (if used) or as an attachment to your written proposal.**

If the offeror fails to indicate in its written offer the names of those people who will be presenting at the “Formal” Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing information. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Price information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled appropriately.

B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the “*Evaluation Factors for Award*” section of this solicitation. Technical factors listed in this solicitation are considered to be more important than price (business) factors and Socioeconomic considerations. However, as proposals become more equal in their technical merit, the evaluated price becomes significantly more important. The offeror must clearly demonstrate its capability to support the customers’ requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair and Poor.

C. For each factor the agency will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. Risk to the Government will be considered on the rating for any factors and/or sub-factors.

D. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, please address each sub-factor within each factor (written or formal oral presentation) in the order in which they appear in the solicitation. Failure to do so may result in the Technical Evaluation Panel overlooking important information.

REMINDER: Your site visit presentation is part of your technical proposal. Please address those sub-factors during your site visit presentation.

E. The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract. ***The Government does, however, reserve the right to incorporate into the resultant contracts, those elements of an offeror's technical proposal that exceed solicitation requirements.*** The Business Proposal "Market Basket of Items" delivered prices are essentially for evaluation purposes. However, these prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

F. As required by 52.215-9003 Socioeconomic Evaluation, 52.215-9005 Javits-Wagner-O'Day Act Entity Support Evaluation, and 52.219-9002 DLA Mentoring Business Agreements (MBA) Program, the Socioeconomic Proposal will be made a part of any resulting contract.

G. Offeror's may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired.

H. The Government reserves the right to verify any information presented in the technical and business proposals.

II. VOLUME I - TECHNICAL PROPOSAL

The following applies to both the written portion of the Technical Proposal as well as the Formal Oral presentation/Formal Structured Plant Site Visit.

A. The written technical proposal and Formal Oral Presentation and Formal Structured Plant Site Visit must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub-factor, element or sub-element.

B. Firms should prepare proposals and address elements (both oral and written) in the same order as presented in the solicitation to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

C. The complete technical proposal will be comprised of the following components:

- 1. Written Technical Proposal**
- 2. Formal Oral Presentation**
- 3. Structured Plant Site Visit**

III. FORMAL ORAL PRESENTATION/STRUCTURED PLANT SITE VISIT

A. What is a “Formal Oral Presentation/Structured Plant Site Visit”?

1. A Formal Oral Presentation/Structured Plant Site Visit is a technique, which provides offeror's with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The Formal Oral Presentation /Structured Plant Site Visit is NOT a mere restatement or replication of the written proposal information but IS IN LIEU OF IT. The purpose of using the Formal Oral Presentation/Structured Plant Site Visit technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means.

2. One of the benefits of the Formal Oral Presentation/Structured Plant Site Visit is that it permits the evaluators to receive information as to the capability of the offeror, generally demonstrating its understanding of the work. It also allows the evaluators to view the offeror's facility(ies) and business operations, allowing the offeror and key members of the offeror's team to describe how the work will be performed while the evaluators observe the offeror's team that will actually perform the work.

3. The site visit portion also allows the evaluators to verify what is presented in the more formal oral and written presentations.

IV. INSTRUCTIONS FOR FORMAL ORAL PRESENTATION/STRUCTURED PLANT SITE VISIT

A. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via a Formal Oral Presentation/Structured Plant Site Visit. The order in which Formal Oral Presentation/Structured Plant Site Visit occur amongst the offerors will be randomly selected, with adjustments to facilitate Government travel plans, if appropriate. The Formal Oral Presentation/Structured Plant Site Visit will be conducted at the offeror's location of business. The date of the Formal Oral Presentation/Structured Plant Site Visit will be confirmed within five (5) working days after the solicitation closing. **Offerors are requested to indicate in the written technical proposal what days would not be convenient for an oral presentation. All attempts will be made to accommodate such scheduling conflicts.** Once the date for the Formal Oral Presentation/Structured Plant Site Visit is set requests for changes of the date **will not be** entertained. It is anticipated that the Formal Oral Presentation/Structured Plant Site Visit will begin approximately 10 working days after solicitation closing. The Government reserves the right to schedule the presentations sooner.

B. The Formal Oral Presentation/Structured Plant Site Visit will be conducted in two (2) parts. The first part will be a “formal” oral presentation made only by key members of the offeror’s company, including any partner(s) who will be directly involved in successful performance of the resultant contract. The second part will be a “structured” tour of your facility where you will be asked various questions regarding your facility and its day-to-day operation. At least one key member of your company should be in attendance throughout the entire tour. The topics to be discussed have been highlighted in the “Submission Requirements” section of this solicitation. **A checklist has also been included as an Attachment to aid in facilitating your site visit presentation.** You should assure those personnel capable of answering questions and/or demonstrating methods, systems etc. used in your day-to-day operations are available.

C. Offerors will be required to record the “Formal” portions of the Oral Presentation, as it is presented to the Technical Evaluation Panel, on VHS-format videotape. Offerors will be required to submit a copy of the recording to the Contracting Officer within 48 hours of the Oral Presentation. The VHS Tape is to be sent to:

Defense Supply Center Philadelphia
Directorate of Subsistence
700 Robbins Avenue
Philadelphia, PA 19111-5092
Attn.: Peter Krok (215) 737-3677
DSCP-HFVE
Solicitation No. SP0300-02-R-4047

It should be noted that the awardee’s Formal Oral Presentation/Structured Plant Site Visit might be used for future training sessions.

D. Note that the DSCP Technical Evaluation Panel may audio tape both parts of the Formal Oral Presentation/Structured Plant Site Visit for their immediate references.

E. Offerors will be allotted no more than 2 hours for the formal oral presentation (Note: there will only be one (1) Formal Oral Presentation per submission; i.e. if there is any type of joint venture or partnership only one (1) “Formal” Oral Presentation at the 2 hour limit will be permitted. Information to be presented at the Formal Oral Presentation will be on the following technical factors.

Factor I – Ordering/Distribution System
Factor III – Customer Support/Quality Assurance

The Structured Plant Site Visit will be conducted at each facility to be used in the performance of any resulting contracts. A list of all facilities from which product will be shipped must be included in the written proposal.

F. The Technical Evaluation Panel will not ask any questions during the “Formal” portion of the presentation, nor will any questions from the presenters be allowed other than to elicit a better understanding of the presented material. There will be a break of approximately 20 minutes at the end of the first hour, then a 30-60 minute break at the end of the Formal Oral Presentation. At that time the technical evaluation panel and a key member of the facility will reconvene and begin the “Structured” Plant Site Visit portion of the presentation. There will be an approximate 1-hour break upon completion of the Structured Plant Site Visit. A Question and Answer period will follow the break. This portion will also require videotaping. During the Question and Answer period, the Technical Evaluation Panel will ask for any clarifications to any part of the offeror’s presentation. The offeror **will not** be permitted to ask questions of the panel other than to elicit a better understanding of the Technical Panel’s question. Neither the Formal Oral Presentation/Structured Plant Site Visit, nor the Question and Answer session will constitute discussions as defined in FAR 15.306 (d).

NOTE: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

G. Any briefing charts to be used during the presentations will become part of the official record and **must be submitted** by the date and time specified for the receipt of proposals. Briefing charts received after this date and time are subject to the provisions of FAR 52.212-1(f) “Late Submissions, Modifications, Revisions, and Withdrawals of Offerors”. If briefing charts are not submitted by the date and time specified, then the firm waives its right to use any charts during its Presentation. **NO HANDOUTS WILL BE ACCEPTED BEFORE, DURING, OR AFTER THE FORMAL ORAL PRESENTATION UNLESS A COPY OF THE HANDOUT IS PROVIDED WITH YOUR WRITTEN PROPOSAL.** The briefing charts may not be altered between the time of the closing and the presentation. Any changes to any briefing chart may result in a score of “Poor” for the factor to which the chart applied. **CHARTS SHOULD BE NUMBERED TO ALLOW FOR EASY REFERENCE DURING QUESTION AND ANSWER SESSION.**

H. No pricing or socioeconomic information shall be included in the Presentation.

I. Formal Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation after 1 hour and 45 minutes, a 15-minute warning will be given. At the end of the 2 hours, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts which have not been presented within the 2-hour presentation **will not be considered** as part of the proposal and will not be evaluated.

J. The Structured Plant Site Visit will be conducted following the Formal Oral Presentation.

K. The offeror is required to submit **detailed directions/maps** to their facility from the closest major airport at time of closing of offers. If offeror will be utilizing warehouses/facilities that are in addition, or separate from their primary place of business, then separate directions must be submitted for that location. It is also requested that offerors send recommendations and directions to lodging, convenient to your warehouse/facilities to accommodate Technical Evaluation Panel members.

L. DSCP reserves the right to request all, or parts of the Technical Proposal which was not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.

V. THE FOLLOWING INFORMATION MUST BE SUBMITTED IN WRITING:

1. SF 1449 [Page 1 of solicitation] and any subsequent amendments to the solicitation with original signatures
2. Certifications and Representations (All clauses that require a response must be returned);
3. All pages of form entitled “FACTOR II - PAST PERFORMANCE/CORPORATE EXPERIENCE” and any attachments, filled out in its entirety.
4. Written Technical Proposal
5. The offeror is required to submit signed DLA MBAs, which are currently in place under the DLA MBA Program Evaluation Factor.
6. Subcontracting Plan (if applicable); Note: This is required for those offerors who are large business concerns.
7. BRIEFING CHARTS (with a list of name(s) and title of presenter(s))

VI. VOLUME II - BUSINESS PROPOSAL

A. The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled **Submission Requirements**.

B. To be acceptable, the firm’s business proposal must be complete, realistic, and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(i) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on page 3 of the solicitation, or as amended, if applicable.

(ii) A **SIGNED** and **COMPLETED SOLICITATION** must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain all attachments except the attachment containing your Past Performance/Corporate Experience.

FAILURE TO PROVIDE THE THREE (3) COMPONENTS OF THE TECHNICAL PROPOSAL AND YOUR BUSINESS PROPOSAL MAY RENDER THE PROPOSAL UNACCEPTABLE AND MAY LEAD TO A REJECTION OF THE OFFER.

SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – PART I

The information, which must be submitted in writing as part of the written technical proposal, will state “written” above the paragraph. Likewise, information that must be submitted orally and information to be supplied during the site visit will be identified.

FACTORS I THROUGH III ARE IN DESCENDING ORDER OF IMPORTANCE.

The information for Factor II, Past Performance/Corporate Experience, is to be annotated on the form entitled “Past Performance/Corporate Experience” unless otherwise noted. **DO NOT CHANGE THIS FORM. IF ADDITIONAL SPACE IS NEEDED, YOU MAY ATTACH A CONTINUATION SHEET TO THE FORM.**

FACTOR I - ORDERING AND DISTRIBUTION SYSTEM
(Sub-factors are in an order of equal importance)

A. Distribution and Resources



SITE VISIT

1. Provide your firm’s total warehouse capacity (dry, chill and freeze) and your firm’s OPEN warehouse capacity (include pick slot and reserve slot) as it relates to the volume of this contract. Provide your facility’s design maximum capacity expressed in annual dollar value. Discuss and/or demonstrate related temperature and/or humidity controls.
2. As it relates to this contract, be prepared to discuss and/or demonstrate distribution equipment resources (i.e. number and type of trucks, owned/leased, etc.). Include in the discussion if additional equipment/resources would be required to handle the proposed contract. Include lead-time to acquire additional equipment as applicable.
3. It is expected that you will coordinate and develop a delivery route and stop-off sequence with all customers upon receipt of award. Discuss procedures to be employed to ensure that orders will be filled accurately and completely in order to meet the finalized delivery schedule.

WRITTEN

4. Discuss how your firm will maintain and provide the required product, which will assure the highest fill rate possible. Will the items be held in your inventory? If not, what is the plan for making sure that the required items are available?
5. Explain how you will meet the proposed delivery requirements, i.e., include the delivery route.

B. Product Availability/Technical Descriptions

Oral

1. You are expected to provide all of the items, or their equivalent. You must state if you are unable to supply any of these items or their equivalent, as stated in the solicitation. Your inability to furnish all items may affect your overall rating.
2. As stated in the Statement of Work, you are required to ensure that only products that comply with the Berry Amendment will be shipped to the customers. Be prepared to discuss and/or demonstrate what procedure your firm will put in place to ensure adherence to this requirement.

NOTE: If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the award will be readily available for issue upon the “first order”.

3. Discuss your firm’s policies, procedures, and criteria used for selecting quality suppliers and the processes used by your firm to purchase products of consistent high quality with minimum variation on product appearance, grade, yield, taste, texture. Include how potential suppliers are evaluated, what criteria are used, how the results of the evaluation are documented, and if suppliers are evaluated differently. Is the evaluation process formal or informal. Discuss the methods used by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers.

WRITTEN

4. State which of the required products are currently a stock item. If not a stock item, state how the company will ensure that product will be available for issue at the first order. State if you are not able to provide the product as described.

C. Ordering System

Written

1. It is a requirement of the solicitation that the Prime Vendor be required to interface with the Government's established translation package, STORES, and support the Electronic Data Interchange transaction sets listed in the solicitation. You are required to submit a maximum of five (5) company names, P.O.C. and telephone numbers that your firm is currently supporting/servicing through electronic data interchange. Offerors who will be importing EDI capability from a Corporate system must indicate time frame necessary for a functional EDI system.

FACTOR II - PAST PERFORMANCE/CORPORATE EXPERIENCE
(Sub-factors are in an order of equal importance)

A. Past Performance

Written

Provide your Past Performance information, as requested, on the attached form. In the Past Performance section, provide, as a minimum, your **five (5)** highest dollar value contracts over the last three (3) years. If you have government contracts that are not included with the five highest dollar value contracts, then use blocks entitled "Account 4" and "Account 5" for your government contracts regardless of their dollar value. The offeror should also use the attached form to submit information regarding its socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information for any contracts referenced.

Note: Past Performance evaluation contains elements of both business and technical nature, and will be evaluated by the Business Panel with input from the Technical Panel.

B. Corporate Experience

Written

1. Provide your Corporate Experience information on the attached form.
2. Identify the key personnel, or caliber of personnel to be assigned to the **day to day** management of the Prime Vendor Program. This may be done by submitting a short summary identifying each person to be assigned to this endeavor and listing their years of experience in food distribution or identifying the caliber of personnel you expect to assign to this endeavor. This information will not be rated within the Technical Proposal, however, the information provided will be used to substantiate your company's experience as a full-line foodservice supplier.

Notes:

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant past performance and experience data, and that which will receive the most credit, is the information directly related to the offering entity that will perform essential functions of the contract. You may also provide information directly related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

The term Prime Vendor/Regular Dealer on this form refers to those accounts for which your company was the exclusive distributor, or had an agreement in place to provide exclusive support for certain commodities

Prime Vendor - Exclusive distributor or had an agreement to provide exclusive support for a certain commodity

FACTOR I PAST PERFORMANCE/CORPORATE EXPERIENCE

a. THE FOLLOWING PAST PERFORMANCE INFORMATION APPLIES TO THE OPERATING COMPANY – NOT THE CORPORATION

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS.

If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	Account 2	Account 3	Account 4	Account 5
Customer Name and City & State <i>DELIVERY POINT:</i>					
Customer's point of Contact and phone Number					
Annual dollar value					
Fill rate/ Without substitutions*					
Fill rate/ With substitutions*					
Number of deliveries per week					
Number of delivery Locations supported per week					

*The fill rate shall be calculated as follows:

Cases accepted X 100 = fill rate %
Cases ordered

PAST PERFORMANCE/CORPORATE EXPERIENCE (continued)

	Account 1	Account 2	Account 3	Account 4	Account 5
Average number of Line items per Location per week					
Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

PAST PERFORMANCE/CORPORATE EXPERIENCE (continued)

PLEASE INDICATE THE AMOUNT OF SUPPLIES/SERVICES CURRENTLY SUBCONTRACTED TO THE BELOW GROUPS, AS A PERCENTAGE OF THE TOTAL CONTRACT DOLLAR VALUE:

	Account 1	Account 2	Account 3	Account 4	Account 5
Small Business	%	%	%	%	%
Small Disadvantaged Business	%	%	%	%	%
Women Owned Business	%	%	%	%	%

MENTORING BUSINESS AGREEMENT (MBA'S)

	<u>Agreement 1</u>	<u>Agreement 2</u>	<u>Agreement 3</u>	<u>Agreement 4</u>	<u>Agreement 5</u>
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					

PAST PERFORMANCE/CORPORATE EXPERIENCE (continued)

b. THE FOLLOWING IS YOUR CORPORATE EXPERIENCE INFORMATION

CORPORATE INFORMATION		OPERATING COMPANY/ LOCAL BRANCH INFORMATION
Number of year's experience as a Prime Vendor/regular dealer		
Number of accounts serviced as a prime Vendor/regular dealer similar in complexity to the proposed contract		
The total number of customers/accounts currently serviced under a prime vendor/regular dealer arrangement.		
The total number of delivery points currently serviced under the prime vendor/regular Dealer arrangement cited above.		
Prime Vendor/regular dealer sales dollar Volume for the latest yearly reporting period for the above accounts.		
Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period		

FACTOR III - CUSTOMER SUPPORT/QUALITY ASSURANCE

(Sub-factors are in an order of equal importance)

A. Customer Service Approach

Oral

1. Explain how your customer service representative will ensure that all the customers needs are accommodated. Discuss the procedures (and authority if applicable) followed by the customer service representative regarding the identification and correction of discrepancies and the resolution of customer complaints at the customers' level (i.e. not in-house quality control).

Written

2. The solicitation requires the Prime Vendor to advise customers no later than 12 noon on the skip day of the non-availability of any item. Discuss your process on how the orders will be pulled from the mailbox and received into your automated system. Include frequency and time line for both processes and how it relates to notification to customers concerning out-of stock items. Discuss how deviations from the electronic order, such as add-ons, and cancellations will be handled and any charges associated, if applicable. Include the time lines in which deviation to orders and cancellations will be accepted.
3. Discuss your plans to handle emergency orders over and above those required by this solicitation. Include not only how you will handle the orders, but also what you will actually consider an emergency, and fees, if any, that you will place on these "emergency orders". Indicate your response time to deliver the emergency order.
4. Indicate if there are any fees for breaking cases? At present there are no items listed in the market basket in which breaking the case is needed; however, the vendor's policy toward breaking cases should be provided.

B. Quality Control and Assurance Procedures



SITE VISIT

1. Discuss the quality control procedures to be used under proposed contract. Include in your discussion procedures used during receipt, storage and out bound movement of product. Include a discussion on your inventory control systems and level of automation. Include in the discussion your reserve inventory and/or let down control procedures and that level of automation. Discuss the inventory rotation methods used by your firm, your monitoring procedures, the methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify the caliber of personnel responsible for ensuring quality procedures are monitored.

2. Provide inventory turnover rate information for overall warehouse by category, excluding fresh fruit and vegetables, as a minimum, for the last year. Include in the discussion the procedures used to control shelf life and proper shelf life dating for normally inventoried items.

C. Inspection and Sanitation Procedures



SITE VISIT

1. The offeror must thoroughly discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.
2. During the plant site visit you will be asked to describe the Sanitary Control Procedures and Stored Products Pest Management Program used by your firm. Include in the discussion (for both Sanitation and Pest Management) a description of your in-house program, scheduling of duties and inspection certification. For Contract Services/third party audits, include the frequency of service, service provided and monitoring procedures. Be prepared to furnish copies of your most recent inspection reports for your firm. If your offer is a partnership or a teaming effort, you will be asked to furnish recent sanitary inspection reports for all parties involved, at each individual site.

D. Recall Procedures

Oral

In addition to the required recall procedures outlined in the Addendum to Clause 52.212-4 “Contract Terms and Conditions – Commercial Items”, thoroughly discuss your procedures for notifying the customers and DSCP, of any recalls. Discuss the time frames involved and how recalled products will be identified, both at the customer’s facility and in your warehouse. Discuss recalls of differing types and how they are handled.

E. Rebate Policy/Discounts/Allowances

Written

The offeror shall address how rebates, discounts and allowances as a result of manufacturer or broker’s specials, other than the NAPA Program or Food Shows, are to be returned to the Government. Describe the process for tracking and reporting of rebates, discounts and allowances, method of return (i.e. lump-sum reimbursement, deviated pricing) and overall management of the program. The offeror will provide a description of those rebates and discounts meeting the requirements herein.

SUBMISSION REQUIREMENTS
BUSINESS PROPOSAL - PART II

THIS PORTION MUST BE SUBMITTED IN WRITING WWRITING

PRICING

A. PRICING

1. An evaluation will be made against items selected from the highest usage items and general food supplies provided by the customers supported under this solicitation, as well as items listed under the Basic Daily Food Allowance (BDFA) listing. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The items will be weighted against the estimated yearly requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government. A separate evaluation will be made of the offeror's distribution pricing, using the same market basket of items.
2. Offerors are to submit the most current unit prices for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.50, pricing should be formulated as follows:

$$\text{\$ 2.00} + \text{\$.50} = \text{\$ 2.50}$$

Do Not Submit only the Unit Price; the two- (2) elements must be shown separately as two separate evaluations are being performed.

Do not deduct any NAPA allowances from the delivered price on your business proposal.

3. **Prices must not extend more than two [2] places to the right of the decimal point.** Standard rounding methods should be observed. For example, a delivered price of \$4.578 plus a distribution price of \$.232 should be rounded to \$4.58 plus \$.23.
4. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's requirements.
5. **ALL Offered Delivered Prices Must Be Substantiated With A Copy Of The Manufacturer's Invoice for each item in the Market Basket (Schedule of Items).** The invoices should reflect the prices effective within four (4) weeks prior to issue date. If invoices are not available for that time period the most recent invoices shall be submitted. For evaluation purposes only, the offeror is required to submit invoice pricing for Market Basket items, **from their inventory**, that will meet the government's minimum requirement.
6. Offerors are required to complete and submit the Prime Vendor market basket of scheduled items, distribution categories and option year pricing.

7. For evaluation purposes of the market basket of items, distribution prices shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a "per pound" basis, the distribution price shall be "per pound".
8. Option year prices must be submitted as a percentage (increase or decrease, e.g. +/- 0.25%) from the base year.

B. DISTRIBUTION PRICES

1. Firms shall offer a distribution price for each category of items. ***The distribution price must be offered as a dollar/cents amount.*** Distribution prices offered as a percentage of the delivered price **is not acceptable.** The distribution price shall represent the amount to be added to the actual invoice price paid by the prime vendor for each food and beverage product to the manufacturer or supplier.
2. Offerors are strongly urged to use the Government's Category List as outlined in paragraph E of the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices. However, offerors may submit their own food and beverage category listing on which distribution prices are based, subject to the restrictions as outlined in the above listed section. As stated previously, there is a fifty-[50] category limit.
3. For Distribution Price Category Listing, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the case, then the distribution price will be by the case. Whereas, if you sell the product by the pound or by the each, the distribution price would be listed accordingly. The distribution prices must be stated in a dollar amount, with not more than two places to the right of the decimal point.
4. The distribution prices shall remain constant for the complete term of the contract.

C.. PRIME VENDOR MARKET BASKET (SCHEDULE OF ITEMS)

1. Delivered prices for the following items should be based on the last delivered price ("landed cost") during the full week (Monday through Friday) four weeks prior to the issue date of this solicitation. If no price is available for that particular time frame, the delivered cost used shall be based on the last available price prior to the time specified above. If the price used is not based on pricing for the period four weeks before the issue date of this solicitation, your price should include the date of purchase.
2. For those items in the Market Basket that are not normally stocked, you must obtain approval from the Contracting Officer (Raymond Jacquette, 215-737-5888) or the Contract Specialist (Pete Krok, 215-737-3677) prior to submitting quotes. It is DSCP's preference that quotes are obtained from manufacturers wherever possible

THE PRIME VENDOR MARKET BASKET (SCHEDULE OF ITEMS) IS ATTACHED ON THE FOLLOWING PAGES. YOUR MOST CURRENT SUPPLIER INVOICE FOR THESE ITEMS MUST BE SUBMITTED WITH YOUR OFFER.

Item 1 8905 -01 -E19 -7355 Unit of Issue: CS FISH, TUNA, CANNED, white, chunk or solid pack, water pack, 12 oz can, 24/case <u>VENDOR QUESTIONS</u> Estimated quantity: 2,400 Price Based On Invoice (Y/N)?:____ <i>Delivered price per unit:</i> _____ <i>+ Distribution price per unit:</i> _____ <i>Total unit price:</i> _____ <i>Qty X total unit price:</i> _____	Item 2 8905 -01 -E19 -7356 Unit of Issue: CS BEEF, CHUNKS, CANNED, W/NATURAL JUICES, 29 oz net wt, IAW USDA Stds, 24 cans/case, (IRR) <u>VENDOR QUESTIONS</u> Estimated quantity: 100 Price Based On Invoice (Y/N)?:____ <i>Delivered price per unit:</i> _____ <i>+ Distribution price per unit:</i> _____ <i>Total unit price:</i> _____ <i>Qty X total unit price:</i> _____
Item 3 8905 -01 -E19 -7357 Unit of Issue: CS LUNCHEON MEAT, CANNED, 30 oz cans, 24 cans/case, NAMP 825 <u>VENDOR QUESTIONS</u> Estimated quantity: 100 Price Based On Invoice (Y/N)?:____ <i>Delivered price per unit:</i> _____ <i>+ Distribution price per unit:</i> _____ <i>Total unit price:</i> _____ <i>Qty X total unit price:</i> _____	Item 4 8905 -01 -E19 -7358 Unit of Issue: CS BEEF, GRD, BULK, FZN, 85% min lean, 1 lb chub pg, 36 pgs/case, NAMP 136, (IRR) <u>VENDOR QUESTIONS</u> Estimated quantity: 700 Price Based On Invoice (Y/N)?:____ <i>Delivered price per unit:</i> _____ <i>+ Distribution price per unit:</i> _____ <i>Total unit price:</i> _____ <i>Qty X total unit price:</i> _____

<p>Item 5 8905 -01 -E19 -7359 Unit of Issue: CS</p> <p>CHICKEN, BONED, CANNED, pieces, solid pack, 30 oz can, 24 cans/case, (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 200	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 6 8905 -01 -E19 -7361 Unit of Issue: CS</p> <p>CHICKEN, CUT-UP, 8 PIECE, W/GIBLETS, FZN, broiler, US Gr A equiv, 4 lb/pg, 12 pg/case, (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 700</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 700	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
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Qty X total unit price: _____																															
<p>Item 7 8910 -01 -E19 -7352 Unit of Issue: CS</p> <p>MILK, EVAPORATED, whole, 12 oz can, 24/case</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 9,800</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 9,800	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 8 8910 -01 -E19 -7353 Unit of Issue: CS</p> <p>BUTTER, salted, US Grade AA, 1 lb print, 36/case</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 2,300	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
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Total unit price: _____																															
Qty X total unit price: _____																															
<p>Item 9 8910 -01 -E19 -7354 Unit of Issue: CS</p> <p>CHEESE, AMERICAN, PROCESSED, SLICED, CHL, 160 slices, 5 lb pg, 4/case</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 6,200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 6,200	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 10 8910 -01 -E19 -7517 Unit of Issue: CS</p> <p>EGG MIX, DEHY, 6 oz co, 30/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 3,800</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 3,800	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 6,200	Price Based On	Invoice (Y/N)?: _____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
Estimated quantity: 3,800	Price Based On	Invoice (Y/N)?: _____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															

<p>Item 11 8910 -01 -E19 -7519 Unit of Issue: CS</p> <p>MILK, DRY, INST, NONFAT, fortified, 8 qt pg, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Estimated quantity:</td> <td style="width: 20%;">2,200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 30%;">Invoice (Y/N)?:</td> </tr> <tr> <td colspan="2">Delivered price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">+ Distribution price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Total unit price: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Qty X total unit price: _____</td> <td colspan="2"></td> </tr> </table>	Estimated quantity:	2,200	Price Based On	Invoice (Y/N)?:	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____				<p>Item 12 8910 -01 -E19 -7675 Unit of Issue: CS</p> <p>CHEESE, AMERICAN, CHL, yellow, 5 lb loaf, 6/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Estimated quantity:</td> <td style="width: 20%;">4,200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 30%;">Invoice (Y/N)?:</td> </tr> <tr> <td colspan="2">Delivered price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">+ Distribution price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Total unit price: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Qty X total unit price: _____</td> <td colspan="2"></td> </tr> </table>	Estimated quantity:	4,200	Price Based On	Invoice (Y/N)?:	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____			
Estimated quantity:	2,200	Price Based On	Invoice (Y/N)?:																																						
Delivered price per unit: _____																																									
+ Distribution price per unit: _____																																									
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Qty X total unit price: _____																																									
Estimated quantity:	4,200	Price Based On	Invoice (Y/N)?:																																						
Delivered price per unit: _____																																									
+ Distribution price per unit: _____																																									
Total unit price: _____																																									
Qty X total unit price: _____																																									
<p>Item 13 8915 -01 -E09 -0557 Unit of Issue: CN</p> <p>FRUIT, APPLESAUCE, CANNED, natural juice pack, no. 303 size can</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Estimated quantity:</td> <td style="width: 20%;">100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 30%;">Invoice (Y/N)?:</td> </tr> <tr> <td colspan="2">Delivered price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">+ Distribution price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Total unit price: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Qty X total unit price: _____</td> <td colspan="2"></td> </tr> </table>	Estimated quantity:	100	Price Based On	Invoice (Y/N)?:	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____				<p>Item 14 8915 -01 -E19 -7310 Unit of Issue: CS</p> <p>VEG, BEANS, GREEN, CANNED, cut, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Estimated quantity:</td> <td style="width: 20%;">500</td> <td style="width: 20%;">Price Based On</td> <td style="width: 30%;">Invoice (Y/N)?:</td> </tr> <tr> <td colspan="2">Delivered price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">+ Distribution price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Total unit price: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Qty X total unit price: _____</td> <td colspan="2"></td> </tr> </table>	Estimated quantity:	500	Price Based On	Invoice (Y/N)?:	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____			
Estimated quantity:	100	Price Based On	Invoice (Y/N)?:																																						
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Qty X total unit price: _____																																									
Estimated quantity:	500	Price Based On	Invoice (Y/N)?:																																						
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+ Distribution price per unit: _____																																									
Total unit price: _____																																									
Qty X total unit price: _____																																									
<p>Item 15 8915 -01 -E19 -7311 Unit of Issue: CS</p> <p>VEG, BEANS, REFRIED, CANNED, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Estimated quantity:</td> <td style="width: 20%;">300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 30%;">Invoice (Y/N)?:</td> </tr> <tr> <td colspan="2">Delivered price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">+ Distribution price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Total unit price: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Qty X total unit price: _____</td> <td colspan="2"></td> </tr> </table>	Estimated quantity:	300	Price Based On	Invoice (Y/N)?:	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____				<p>Item 16 8915 -01 -E19 -7312 Unit of Issue: CS</p> <p>VEG, BEANS, WHITE, CANNED, vegetarian, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 30%;">Estimated quantity:</td> <td style="width: 20%;">3,500</td> <td style="width: 20%;">Price Based On</td> <td style="width: 30%;">Invoice (Y/N)?:</td> </tr> <tr> <td colspan="2">Delivered price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">+ Distribution price per unit: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Total unit price: _____</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">Qty X total unit price: _____</td> <td colspan="2"></td> </tr> </table>	Estimated quantity:	3,500	Price Based On	Invoice (Y/N)?:	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____			
Estimated quantity:	300	Price Based On	Invoice (Y/N)?:																																						
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Total unit price: _____																																									
Qty X total unit price: _____																																									
Estimated quantity:	3,500	Price Based On	Invoice (Y/N)?:																																						
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+ Distribution price per unit: _____																																									
Total unit price: _____																																									
Qty X total unit price: _____																																									

<p>Item 17 8915 -01 -E19 -7313 Unit of Issue: CS</p> <p>VEG, CORN, CANNED, whole kernel, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table> <tr> <td>Estimated quantity:</td> <td>700</td> <td>Price Based On</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="4"><i>Delivered price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>+ Distribution price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>Total unit price:</i> _____</td> </tr> <tr> <td colspan="4"><i>Qty X total unit price:</i> _____</td> </tr> </table>	Estimated quantity:	700	Price Based On				Invoice (Y/N)?:	_____	<i>Delivered price per unit:</i> _____				<i>+ Distribution price per unit:</i> _____				<i>Total unit price:</i> _____				<i>Qty X total unit price:</i> _____				<p>Item 18 8915 -01 -E19 -7314 Unit of Issue: CS</p> <p>VEG, CORN, CANNED, cream style, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table> <tr> <td>Estimated quantity:</td> <td>100</td> <td>Price Based On</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="4"><i>Delivered price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>+ Distribution price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>Total unit price:</i> _____</td> </tr> <tr> <td colspan="4"><i>Qty X total unit price:</i> _____</td> </tr> </table>	Estimated quantity:	100	Price Based On				Invoice (Y/N)?:	_____	<i>Delivered price per unit:</i> _____				<i>+ Distribution price per unit:</i> _____				<i>Total unit price:</i> _____				<i>Qty X total unit price:</i> _____			
Estimated quantity:	700	Price Based On																																															
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<i>Total unit price:</i> _____																																																	
<i>Qty X total unit price:</i> _____																																																	
<p>Item 19 8915 -01 -E19 -7315 Unit of Issue: CS</p> <p>VEG, MIXED, CANNED, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table> <tr> <td>Estimated quantity:</td> <td>100</td> <td>Price Based On</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="4"><i>Delivered price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>+ Distribution price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>Total unit price:</i> _____</td> </tr> <tr> <td colspan="4"><i>Qty X total unit price:</i> _____</td> </tr> </table>	Estimated quantity:	100	Price Based On				Invoice (Y/N)?:	_____	<i>Delivered price per unit:</i> _____				<i>+ Distribution price per unit:</i> _____				<i>Total unit price:</i> _____				<i>Qty X total unit price:</i> _____				<p>Item 20 8915 -01 -E19 -7316 Unit of Issue: CS</p> <p>VEG, PEAS, CANNED, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table> <tr> <td>Estimated quantity:</td> <td>300</td> <td>Price Based On</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="4"><i>Delivered price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>+ Distribution price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>Total unit price:</i> _____</td> </tr> <tr> <td colspan="4"><i>Qty X total unit price:</i> _____</td> </tr> </table>	Estimated quantity:	300	Price Based On				Invoice (Y/N)?:	_____	<i>Delivered price per unit:</i> _____				<i>+ Distribution price per unit:</i> _____				<i>Total unit price:</i> _____				<i>Qty X total unit price:</i> _____			
Estimated quantity:	100	Price Based On																																															
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Estimated quantity:	300	Price Based On																																															
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<i>Delivered price per unit:</i> _____																																																	
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<i>Total unit price:</i> _____																																																	
<i>Qty X total unit price:</i> _____																																																	
<p>Item 21 8915 -01 -E19 -7317 Unit of Issue: CS</p> <p>VEG, PUMPKIN, CANNED, solid pack, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table> <tr> <td>Estimated quantity:</td> <td>100</td> <td>Price Based On</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="4"><i>Delivered price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>+ Distribution price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>Total unit price:</i> _____</td> </tr> <tr> <td colspan="4"><i>Qty X total unit price:</i> _____</td> </tr> </table>	Estimated quantity:	100	Price Based On				Invoice (Y/N)?:	_____	<i>Delivered price per unit:</i> _____				<i>+ Distribution price per unit:</i> _____				<i>Total unit price:</i> _____				<i>Qty X total unit price:</i> _____				<p>Item 22 8915 -01 -E19 -7318 Unit of Issue: CS</p> <p>SAUCE, SPAGHETTI, CANNED, tomato, w/o meat, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table> <tr> <td>Estimated quantity:</td> <td>6,900</td> <td>Price Based On</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="4"><i>Delivered price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>+ Distribution price per unit:</i> _____</td> </tr> <tr> <td colspan="4"><i>Total unit price:</i> _____</td> </tr> <tr> <td colspan="4"><i>Qty X total unit price:</i> _____</td> </tr> </table>	Estimated quantity:	6,900	Price Based On				Invoice (Y/N)?:	_____	<i>Delivered price per unit:</i> _____				<i>+ Distribution price per unit:</i> _____				<i>Total unit price:</i> _____				<i>Qty X total unit price:</i> _____			
Estimated quantity:	100	Price Based On																																															
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Estimated quantity:	6,900	Price Based On																																															
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<i>Delivered price per unit:</i> _____																																																	
<i>+ Distribution price per unit:</i> _____																																																	
<i>Total unit price:</i> _____																																																	
<i>Qty X total unit price:</i> _____																																																	

<p>Item 23 8915 -01 -E19 -7319 Unit of Issue: CS</p> <p>VEG, SPINACH, CANNED, leaf or chopped, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 700</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 700	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 24 8915 -01 -E19 -7320 Unit of Issue: CS</p> <p>VEG, POTATOES, WHITE, CANNED, sliced, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,900</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 2,900	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 700	Price Based On	Invoice (Y/N)?: _____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
Estimated quantity: 2,900	Price Based On	Invoice (Y/N)?: _____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
<p>Item 25 8915 -01 -E19 -7321 Unit of Issue: CS</p> <p>VEG, POTATOES, DEHY, INST, flakes or granules, 1 lb pg, 12/case, (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 5,100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 5,100	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 26 8915 -01 -E19 -7322 Unit of Issue: CS</p> <p>VEG, POTATOES, SWEET, CANNED, any style except mashed, light syrup, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 600</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 600	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 5,100	Price Based On	Invoice (Y/N)?: _____																													
Delivered price per unit: _____																															
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Qty X total unit price: _____																															
Estimated quantity: 600	Price Based On	Invoice (Y/N)?: _____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
<p>Item 27 8915 -01 -E19 -7323 Unit of Issue: CS</p> <p>VEG, TOMATOES, CANNED, diced, natural juice pack, US Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 600</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 600	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 28 8915 -01 -E19 -7327 Unit of Issue: CS</p> <p>JUICE, ORANGE, CANNED, single strength, unsweet, U S Gr A or B equiv, 46 oz can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: _____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 300	Price Based On	Invoice (Y/N)?: _____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 600	Price Based On	Invoice (Y/N)?: _____																													
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Total unit price: _____																															
Qty X total unit price: _____																															

<p>Item 29 8915 -01 -E19 -7328 Unit of Issue: CS</p> <p>JUICE BLEND, CRANBERRY APPLE, COCKTAIL, CANNED, single strength, 46 oz can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 300	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 30 8915 -01 -E19 -7330 Unit of Issue: CS</p> <p>FRUIT COCKTAIL, CANNED, light syrup pack U S Gr A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 300	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 300	Price Based On																																				
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Total unit price: _____																																					
Qty X total unit price: _____																																					
<p>Item 31 8915 -01 -E19 -7331 Unit of Issue: CS</p> <p>FRUIT, PEACHES, CANNED, sliced, yellow clingstone, natural juice pack, extra light or light syrup pack, US Gr A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 500</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 500	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 32 8915 -01 -E19 -7332 Unit of Issue: CS</p> <p>FRUIT, PEARS, CANNED, halves, light syrup pack,u S Gr A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 400</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 400	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 500	Price Based On																																				
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Total unit price: _____																																					
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<p>Item 33 8915 -01 -E19 -7333 Unit of Issue: CS</p> <p>FRUIT, PINEAPPLE, CANNED, slices, natural juice or light syrup pack, U S Gr A ro B equiv, 20 oz can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,000</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 2,000	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 34 8915 -01 -E19 -7334 Unit of Issue: CS</p> <p>FRUIT, RAISINS, seedless, natural, U S Gr A or B, 1 lb co, 48/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 200	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 2,000	Price Based On																																				
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Total unit price: _____																																					
Qty X total unit price: _____																																					

<p>Item 35 8915 -01 -E19 -7335 Unit of Issue: CS</p> <p>VEG, BEANS, WHITE, DRY, Great Northern, U S No. 1 Gr, 2 lb co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity:</td> <td style="width: 20%; text-align: right;">300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 20%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td colspan="4">Delivered price per unit: _____</td> </tr> <tr> <td colspan="4">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="4">Total unit price: _____</td> </tr> <tr> <td colspan="4">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity:	300	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____				<p>Item 36 8915 -01 -E19 -7337 Unit of Issue: CS</p> <p>VEG, BEANS, PINTO, DRY, Great Northern, U S No. 1 Gr, 2 lb co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity:</td> <td style="width: 20%; text-align: right;">100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 20%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td colspan="4">Delivered price per unit: _____</td> </tr> <tr> <td colspan="4">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="4">Total unit price: _____</td> </tr> <tr> <td colspan="4">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity:	100	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____			
Estimated quantity:	300	Price Based On	Invoice (Y/N)?: ____																																						
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<p>Item 37 8915 -01 -E19 -7387 Unit of Issue: CS</p> <p>VEG, CARROTS, CANNED, sliced, U.S. Grade A or B equiv, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity:</td> <td style="width: 20%; text-align: right;">1,500</td> <td style="width: 20%;">Price Based On</td> <td style="width: 20%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td colspan="4">Delivered price per unit: _____</td> </tr> <tr> <td colspan="4">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="4">Total unit price: _____</td> </tr> <tr> <td colspan="4">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity:	1,500	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____				<p>Item 38 8915 -01 -E19 -7390 Unit of Issue: CS</p> <p>JUICE, APPLE, CANNED, single strength, U.S. Grade A or B equiv, 46 oz can, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity:</td> <td style="width: 20%; text-align: right;">6,100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 20%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td colspan="4">Delivered price per unit: _____</td> </tr> <tr> <td colspan="4">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="4">Total unit price: _____</td> </tr> <tr> <td colspan="4">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity:	6,100	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____			
Estimated quantity:	1,500	Price Based On	Invoice (Y/N)?: ____																																						
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Estimated quantity:	6,100	Price Based On	Invoice (Y/N)?: ____																																						
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Qty X total unit price: _____																																									
<p>Item 39 8915 -01 -E19 -7391 Unit of Issue: CS</p> <p>JUICE, GRAPEFRUIT, CANNED, single strength, U.S. Grade A or B, equiv, 46 oz can, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity:</td> <td style="width: 20%; text-align: right;">600</td> <td style="width: 20%;">Price Based On</td> <td style="width: 20%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td colspan="4">Delivered price per unit: _____</td> </tr> <tr> <td colspan="4">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="4">Total unit price: _____</td> </tr> <tr> <td colspan="4">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity:	600	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____				<p>Item 40 8915 -01 -E19 -7392 Unit of Issue: CS</p> <p>JUICE, GRAPE, CANNED, single strength, U.S. Grade A or B equiv, 46 oz can, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity:</td> <td style="width: 20%; text-align: right;">3,100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 20%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td colspan="4">Delivered price per unit: _____</td> </tr> <tr> <td colspan="4">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="4">Total unit price: _____</td> </tr> <tr> <td colspan="4">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity:	3,100	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____				+ Distribution price per unit: _____				Total unit price: _____				Qty X total unit price: _____			
Estimated quantity:	600	Price Based On	Invoice (Y/N)?: ____																																						
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Estimated quantity:	3,100	Price Based On	Invoice (Y/N)?: ____																																						
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<p>Item 41 8915 -01 -E19 -7393 Unit of Issue: CS</p> <p>JUICE, PINEAPPLE, CANNED, single strength, U.S. Grade A or B equiv, 46 oz can, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 1,200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 1,200	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 42 8915 -01 -E19 -7394 Unit of Issue: CS</p> <p>JUICE, TOMATO, CANNED, single strength, US Gr A or B equiv, 46 oz can, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,700</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 2,700	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 1,200	Price Based On																																				
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Estimated quantity: 2,700	Price Based On																																				
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Total unit price: _____																																					
Qty X total unit price: _____																																					
<p>Item 43 8915 -01 -E19 -7522 Unit of Issue: CS</p> <p>FRUIT, PRUNES, DRIED, whole, large, 16 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 800</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 800	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 44 8915 -01 -E19 -7673 Unit of Issue: CS</p> <p>VEG, BEANS, LIMA, baby size, 1 lb co, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 200</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 200	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 800	Price Based On																																				
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<p>Item 45 8915 -01 -E19 -7674 Unit of Issue: CS</p> <p>VEG, BEANS, KIDNEY, light, 1 lb co, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 500</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 500	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 46 8915 -01 -E19 -8874 Unit of Issue: CS</p> <p>VEG, TOMATOES, CANNED, whole, no. 300 size can, (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Invoice (Y/N)?:</td> <td>_____</td> </tr> <tr> <td colspan="3">Delivered price per unit: _____</td> </tr> <tr> <td colspan="3">+ Distribution price per unit: _____</td> </tr> <tr> <td colspan="3">Total unit price: _____</td> </tr> <tr> <td colspan="3">Qty X total unit price: _____</td> </tr> </table>	Estimated quantity: 300	Price Based On			Invoice (Y/N)?:	_____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 500	Price Based On																																				
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Total unit price: _____																																					
Qty X total unit price: _____																																					

<p>Item 47 8920 -01 -E09 -2077 Unit of Issue: BX</p> <p>CEREAL, CORN FLAKES, 18 oz box</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,000</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 2,000	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 48 8920 -01 -E19 -7338 Unit of Issue: CS</p> <p>CEREAL, ROLLED OATS, quick cooking, 42 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 3,300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 3,300	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 2,000	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
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Qty X total unit price: _____																															
Estimated quantity: 3,300	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
<p>Item 49 8920 -01 -E19 -7339 Unit of Issue: CS</p> <p>PASTA, SPAGHETTI, DRY, thin, long form, 2 lb co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 4,400</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 4,400	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 50 8920 -01 -E19 -7343 Unit of Issue: CS</p> <p>PASTA, ELBOW, DRY, 1 lb co, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 4,700</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 4,700	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 4,400	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
Estimated quantity: 4,700	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															
<p>Item 51 8920 -01 -E19 -7344 Unit of Issue: CS</p> <p>CEREAL, BRAN FLAKES, 17.3 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 900</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 900	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 52 8920 -01 -E19 -7345 Unit of Issue: CS</p> <p>CEREAL, RICE CRISP, 13-15 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 2,100	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 900	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
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Total unit price: _____																															
Qty X total unit price: _____																															
Estimated quantity: 2,100	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
+ Distribution price per unit: _____																															
Total unit price: _____																															
Qty X total unit price: _____																															

<p>Item 53 8920 -01 -E19 -7346 Unit of Issue: CS</p> <p>CEREAL, CORN FLAKES, 18 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>2,000</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	2,000	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____			<p>Item 54 8920 -01 -E19 -7347 Unit of Issue: CS</p> <p>CEREAL, CORN, TOASTED, square shape, 12 oz co, 14/case (irr)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>900</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	900	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____		
Estimated quantity:	2,000	Price Based On																																							
Delivered price per unit:	_____	Invoice (Y/N)?:	_____																																						
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+ Distribution price per unit:	_____																																								
Total unit price:	_____																																								
Qty X total unit price:	_____																																								
<p>Item 55 8920 -01 -E19 -7348 Unit of Issue: CS</p> <p>CEREAL, OATS, TOASTED, circle shape, 15 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>800</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	800	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____			<p>Item 56 8920 -01 -E19 -7349 Unit of Issue: CS</p> <p>BAKERY MIX, 5 lb co, 6/case</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>3,200</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	3,200	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____		
Estimated quantity:	800	Price Based On																																							
Delivered price per unit:	_____	Invoice (Y/N)?:	_____																																						
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Estimated quantity:	3,200	Price Based On																																							
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+ Distribution price per unit:	_____																																								
Total unit price:	_____																																								
Qty X total unit price:	_____																																								
<p>Item 57 8920 -01 -E19 -7350 Unit of Issue: CS</p> <p>BAKERY MIX, REDUCED FAT, 5 lb co, 6/case</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>600</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	600	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____			<p>Item 58 8920 -01 -E19 -7351 Unit of Issue: CS</p> <p>CRACKERS, SODA, UNSALTED, 16 oz box, 12/case</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>3,700</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	3,700	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____		
Estimated quantity:	600	Price Based On																																							
Delivered price per unit:	_____	Invoice (Y/N)?:	_____																																						
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Qty X total unit price:	_____																																								
Estimated quantity:	3,700	Price Based On																																							
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+ Distribution price per unit:	_____																																								
Total unit price:	_____																																								
Qty X total unit price:	_____																																								

<p>Item 59 8920 -01 -E19 -7516 Unit of Issue: CS</p> <p>CORN MEAL, yellow, 5 lb co, 8/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>2,400</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	2,400	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____			<p>Item 60 8920 -01 -E19 -7518 Unit of Issue: CS</p> <p>FLOUR, WHEAT, general purpose, 5 lb bag, 8/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>12,000</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	12,000	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____		
Estimated quantity:	2,400	Price Based On																																							
Delivered price per unit:	_____	Invoice (Y/N)?:	_____																																						
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Estimated quantity:	12,000	Price Based On																																							
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Total unit price:	_____																																								
Qty X total unit price:	_____																																								
<p>Item 61 8920 -01 -E19 -7520 Unit of Issue: CS</p> <p>PASTA, NOODLES, EGG, DRY, ribbon shapped, med, 16 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>6,400</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	6,400	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____			<p>Item 62 8920 -01 -E19 -7524 Unit of Issue: CS</p> <p>RICE, MILLED, long grain, white, 32 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>4,300</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	4,300	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____		
Estimated quantity:	6,400	Price Based On																																							
Delivered price per unit:	_____	Invoice (Y/N)?:	_____																																						
+ Distribution price per unit:	_____																																								
Total unit price:	_____																																								
Qty X total unit price:	_____																																								
Estimated quantity:	4,300	Price Based On																																							
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+ Distribution price per unit:	_____																																								
Total unit price:	_____																																								
Qty X total unit price:	_____																																								
<p>Item 63 8920 -01 -E19 -7526 Unit of Issue: CS</p> <p>CEREAL, CREAM OF WHEAT, INST, 12 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>2,300</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	2,300	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____			<p>Item 64 8925 -01 -E19 -7341 Unit of Issue: CS</p> <p>NUTS, PEANUTS, SHL, roasted, salted, 12 oz can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>2,700</td><td>Price Based On</td><td></td></tr><tr><td>Delivered price per unit:</td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td>+ Distribution price per unit:</td><td>_____</td><td></td><td></td></tr><tr><td>Total unit price:</td><td>_____</td><td></td><td></td></tr><tr><td>Qty X total unit price:</td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	2,700	Price Based On		Delivered price per unit:	_____	Invoice (Y/N)?:	_____	+ Distribution price per unit:	_____			Total unit price:	_____			Qty X total unit price:	_____		
Estimated quantity:	2,300	Price Based On																																							
Delivered price per unit:	_____	Invoice (Y/N)?:	_____																																						
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Qty X total unit price:	_____																																								
Estimated quantity:	2,700	Price Based On																																							
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+ Distribution price per unit:	_____																																								
Total unit price:	_____																																								
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<p>Item 65 8925 -01 -E19 -7525 Unit of Issue: CS</p> <p>SYRUP, CORN, light, 32 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 2,600</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 2,600	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 66 8930 -01 -E19 -7340 Unit of Issue: CS</p> <p>PEANUT BUTTER, smooth, 18 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 400</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 400	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
Estimated quantity: 2,600	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
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Total unit price: _____																															
Qty X total unit price: _____																															
Estimated quantity: 400	Price Based On	Invoice (Y/N)?: ____																													
Delivered price per unit: _____																															
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Qty X total unit price: _____																															
<p>Item 67 8935 -01 -E19 -7388 Unit of Issue: CS</p> <p>SOUP, CANNED, CONDENSED, tomato, reduced sodium, 10.5 oz can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 3,100</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 3,100	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 68 8935 -01 -E19 -7389 Unit of Issue: CS</p> <p>SOUP, CANNED, CONDENSED, vegetable, reduced sodium, 10.5 oz can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 3,800</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 3,800	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
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Qty X total unit price: _____																															
<p>Item 69 8940 -01 -E19 -7360 Unit of Issue: CS</p> <p>BEEF STEW, CANNED, w/vegetable, 24 oz can, min 25% meat IAW USDA Stds, 24 cans/case, (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 300	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____			<p>Item 70 8940 -01 -E19 -7527 Unit of Issue: CS</p> <p>MACARONI AND CHEESE MIX, LOW FAT, 24 oz co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Estimated quantity: 300</td> <td style="width: 20%;">Price Based On</td> <td style="width: 40%;">Invoice (Y/N)?: ____</td> </tr> <tr> <td>Delivered price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>+ Distribution price per unit: _____</td> <td></td> <td></td> </tr> <tr> <td>Total unit price: _____</td> <td></td> <td></td> </tr> <tr> <td>Qty X total unit price: _____</td> <td></td> <td></td> </tr> </table>	Estimated quantity: 300	Price Based On	Invoice (Y/N)?: ____	Delivered price per unit: _____			+ Distribution price per unit: _____			Total unit price: _____			Qty X total unit price: _____		
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<p>Item 71 8945 -01 -E19 -7342 Unit of Issue: CS</p> <p>SHORTENING, SEMI-SOLID, general purpose, all veg oil, 3 lb co, 12/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>600</td><td>Price Based On</td><td></td></tr><tr><td><i>Delivered price per unit:</i></td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td><i>+ Distribution price per unit:</i></td><td>_____</td><td></td><td></td></tr><tr><td><i>Total unit price:</i></td><td>_____</td><td></td><td></td></tr><tr><td><i>Qty X total unit price:</i></td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	600	Price Based On		<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____	<i>+ Distribution price per unit:</i>	_____			<i>Total unit price:</i>	_____			<i>Qty X total unit price:</i>	_____			<p>Item 72 8945 -01 -E19 -7521 Unit of Issue: CS</p> <p>SALAD OIL, VEG, corn or soybean, 48 oz co, 9/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>1,600</td><td>Price Based On</td><td></td></tr><tr><td><i>Delivered price per unit:</i></td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td><i>+ Distribution price per unit:</i></td><td>_____</td><td></td><td></td></tr><tr><td><i>Total unit price:</i></td><td>_____</td><td></td><td></td></tr><tr><td><i>Qty X total unit price:</i></td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	1,600	Price Based On		<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____	<i>+ Distribution price per unit:</i>	_____			<i>Total unit price:</i>	_____			<i>Qty X total unit price:</i>	_____		
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<p>Item 73 8950 -01 -E19 -7324 Unit of Issue: CS</p> <p>SAUCE, TOMATO, CANNED, no. 300 size can, 24/case (IRR)</p> <p><u>VENDOR QUESTIONS</u></p> <table><tr><td>Estimated quantity:</td><td>3,600</td><td>Price Based On</td><td></td></tr><tr><td><i>Delivered price per unit:</i></td><td>_____</td><td>Invoice (Y/N)?:</td><td>_____</td></tr><tr><td><i>+ Distribution price per unit:</i></td><td>_____</td><td></td><td></td></tr><tr><td><i>Total unit price:</i></td><td>_____</td><td></td><td></td></tr><tr><td><i>Qty X total unit price:</i></td><td>_____</td><td></td><td></td></tr></table>	Estimated quantity:	3,600	Price Based On		<i>Delivered price per unit:</i>	_____	Invoice (Y/N)?:	_____	<i>+ Distribution price per unit:</i>	_____			<i>Total unit price:</i>	_____			<i>Qty X total unit price:</i>	_____																							
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NOTE: OFFEROR MUST INCLUDE A BOTTOM LINE \$ FIGURE FOR THE BASE YEAR AND EACH OPTION YEAR.

The distribution prices for the option years are calculated as a percentage increase or decrease from the base year distribution price as applied to the previous years distribution prices. Therefore, if your percentage change is the same for each option year, the dollar value of the change will remain a constant change over the option year periods. For example: Base year distribution price of \$1.00, with a 5% increase per option year would yield a \$0.05 increase each option year. Base is \$1.00, Option Year 1 is \$1.05, Option Year 2 is \$1.10, Option Year 3 is \$1.15, Option Year 4 is \$1.20. Likewise, if you offer a different percentage each year, each year will be calculated as a percentage of the base year. Your offer will be evaluated using this method in determining your overall aggregate total price for the base year and all option years.

D. OPTION PRICING

FAILURE TO INDICATE ACCEPTANCE OF THE OPTION BY ANNOTATING THE OFFEROR'S YEARLY OPTION PERCENTAGE CHANGE MAY BE DEEMED AS NON-ACCEPTANCE OF THE OPTION AND MAY RESULT IN REJECTION OF THE OFFEROR'S ENTIRE PROPOSAL.

Offerors are required to stipulate their distribution price rate of change for all items for the four option years, in the event the option years are invoked.

OPTION YEAR ONE: _____

OPTION YEAR TWO: _____

OPTION YEAR THREE: _____

OPTION YEAR FOUR: _____

ADDITIONAL SUBMISSION REQUIREMENTS

E. PLACE OF PERFORMANCE

(a) The offeror must stipulate information pertinent to the place of performance. **Failure to furnish this information with the offer may result in rejection of the offer.**

(b) The offeror in the performance of any contract resulting from this solicitation,
() **intends**, () **does not intend** (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this proposal or quotation.

(c) If the offeror checks “intends” in paragraph (a) above, it shall insert in the spaces provided below the required information: If using multiple plant locations please identify which location will service each Zone.

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if other than
Offeror or Quoter

F. PROCUREMENT PRICING PLAN

1. Procurement Pricing Procedures

The information requested below will not be rated but will be used in conjunction with your business proposal to substantiate how pricing was developed.

- a. The offeror should **BRIEFLY** describe how unit prices are formulated and discuss the variable that may affect the price. **BRIEFLY** include the methodology used to “cost” products for items acquired from any divisions, subsidiary, or affiliate. Explain how the cost to your firm is converted to the delivered price (e.g. average monthly costs, LIFO or FIFO, last invoice methods, etc.).
- b. **BRIEFLY** describe the purchasing methods utilized and how they take advantage of price discounts given for quantity purchases, sales and other types of special arrangements made for preferred customers. Describe how market pricing, commercial catalog pricing and competitive purchasing are utilized in your purchasing procedures. State whether quantities of volume price discounts offered are based on anticipated sales volume under this contract or the total sales volume for the company. Pricing of inventory adjustments, including breakage or spoilage shall be provided.

G. PRODUCT LISTING

The offeror shall submit one (1) copy of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

NOTE: The following factors H, I and J will be comparatively rated and must be submitted in writing.

H SOCIOECONOMIC CONSIDERATIONS

Note: Under socioeconomic considerations (and subsequent management reports), offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No indirect costs for equipment or services are to be included.

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veterans Owned Small Business (VOSB) and Hub Zone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed extent of SB, SDB, WOSB, VOSB and HZSB concerns participation in the performance of this contract at the contractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract will be provided by a SB, SDB, WOSB, VOSB or HZSB manufacturer. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms, 5% from SDB firms, 5% from WOSB, 2% from HZSB and 3% from VOSB.

- A. The offeror shall describe the proposed extent of SB, SDB, WOSB, VOSB and HZSB participation in the performance of the contract at the contractor and subcontractor level. In addition, firms shall also state whether they are a large or small foodservice distributor. A small firm is defined as having less than 500 employees and must not be a subsidiary or division of a large company/corporation.
- B. The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	<u>DOLLAR</u>	<u>PERCENT</u>
1. Total Contract Price	_____	_____
2. Total to be subcontracted:	_____	_____
a. To Large Business	_____	_____
b. To Small Business	_____	_____
1. To SDB	_____	_____
2. To WOSB	_____	_____
3. To HZSB	_____	_____
4. To VOSB*	_____	_____

*Includes Service Disabled Veterans Owned Small Business

Note:

*When calculating socioeconomic goals, for socioeconomic goals, the business size of the manufacturer is to be considered, **not** the business size of the broker/agent/distributor that may have supplied the product to the Prime Vendor.*

*If the offeror is a Small, Small Disadvantaged, Women-Owned Small, Hub Zone Small Business, or Veterans Owned Small Business the offeror may **NOT** include its “cost of doing business” as part of the subcontracting goals proposed for this acquisition.*

Offerors who are Small Business will receive additional credit under this factor for evaluation purposes.

Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women-Owned Small, Veterans Owned Small Business and Hub Zone Small Businesses will be part of past performance evaluation.

3. Organizational Efforts

a. The offeror shall discuss the efforts it will make to ensure that SB, SDB, WOSB, VOSB, and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.

b. The offeror shall discuss its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB and HZSB firms to compete for contracts or supplier selection.

c. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to Small, Small Disadvantaged, Women-Owned, Veterans Owned Small Business and Hub Zone Small Business concerns.

d. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.

e. The offeror is to demonstrate a knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantaged Business, Women Owned Small Business, Veterans Owned Small Business and Hub Zone Small Business concerns.

Note:

Large business offerors are required to submit the Small, Small Disadvantaged Women-Owned Small, Veterans Owned Small Business and Hub Zone Small Business subcontracting plan information as required by Clause 52.219-9 “Small Business Subcontracting Plan” in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract subcontracting plan is submitted, the plan must contain separate Small, Small Disadvantaged, Women-Owned Small Business, Veterans Owned Small Business and Hub Zone Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

I. DLA MENTORING BUSINESS AGREEMENT (MBA)

1. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business, small disadvantaged business, and women-owned small business concerns for value-added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Whom Are Blind or Severely Disabled under the JWOD Act.
2. DLA MBA's encourage participation and growth opportunities for small, small disadvantaged, women-owned small business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. *The opportunities must constitute real business growth, which is measurable and meaningful.*
3. An MBA shall be a written agreement between the prime contractor and the small, small disadvantaged or women-owned small business involved. Mentor will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements:
 - a. Participants**

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

 - 1) Name, address, and plant location for contract holder and potential SB/SDB/WOSB/VOSB/HZSB or JWOD participants(s).
 - 2) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.
 - 3) The number of people employed by the small business, small disadvantaged business, or women-owned small business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three- (3) fiscal years.
 - b. Agreement Type**
 - 1) Describe the type of agreement executed by the contract holder and the small business, small disadvantaged business, women-owned small business or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. *Plans that identify new business ventures rather than expansion of existing agreements are preferred.*
 - 2) DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chose for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.
 - 3) Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.
 - c. Measurements and Reporting**
 - 1) Provide milestones for program implementation.
 - 2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- a) An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB/VOSB and JWOD workshops under DLA contracts.
- b) An improvement in the level of participation in DoD, other federal agencies and commercial contracting opportunities.
- 3) Mentors will be required to submit periodic progress reports on their agreements.
- 4) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

J. JAVITS-WAGNER-O'DAY ACT

Offeror must provide the following:

1. A description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and other support that will be provided to you by JWOD concerns.
2. Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.
3. The offeror shall be required to submit periodic progress reports in the required monthly Socioeconomic Report to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

NOTE: SITE VISIT PRESENTATION

Because your Site Visit Presentation will be rated separately from the formal oral presentation and written presentation, you are reminded to make sure that personnel capable of addressing various aspects of the site visit be available to the Technical Panel. Please be prepared to discuss and/or demonstrate, in the detail required in "Submission Requirements", those factors identified by "SITE VISIT".

Remember that each part of your Technical Proposal (Written, Oral, Site Visit) will be rated separately. Information should be presented separately as requested. Repeating the same information in multiple formats will make your proposal difficult to evaluate and will not enhance your rating.

NOTE: The Government reserves the right to make an award without discussions. Your best efforts should, therefore, be placed on your offer as originally submitted.

EVALUATION FACTORS FOR AWARD

GENERAL

A. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following Technical factors are in descending order of importance and shall be used to evaluate offers:

- II Ordering/Distribution System
- II Past Performance/Corporate Experience
- III Customer Support/Quality Assurance

Technical proposal is significantly more important than cost or price. However, when **proposals** become equal in technical merit, the evaluated cost or price may become more important. As technical merit and the evaluated cost or price become essentially equal, other factors as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

- 1. Small Disadvantaged Business Concerns;
- 2. Small Business Concerns which are also Women Owned Small Business Concerns;
- 3. Other Small Business Concerns;
- 4. Other concerns which are Women Owned Business Concerns

B. **OPTIONS.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

C. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

D. SOURCE SELECTION AND EVALUATION PROCEDURES.

- 1. **SUMMARY.** Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. The Government reserves the right to make award based on initial proposals. If award is not made based on initial proposals,

the Contracting Officer will make a competitive range determination and submit it to the Source Selection Authority for approval. Written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph below.

2. EVALUATION PROCESS

- (a) **Technical Evaluation Process** – Offerors are required to present a portion of the technical information orally and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled Requirements. Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.
- (b) **Business Evaluation Process** - Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate the offeror's delivered prices on a market basket of items (Schedule of Items). A separate evaluation will also be made of the distribution prices provided for the market basket items. Distribution prices for items or categories not related to the market basket items will also be evaluated for reasonableness. The Government will evaluate limited pricing information in accordance with FAR 15.4. The Government will evaluate each offeror's proposals to determine cost or price realism. Cost or price realism will demonstrate an offeror's understanding of the requirements of the solicitation. The estimated quantities will be multiplied by the unit prices to determine the lowest total aggregate price to the Government. Aggregate distribution prices will be calculated in the same manner. Option prices will be evaluated using the same method. All five (5) totals (base year and four (4) options) will be combined to determine the lowest overall cost to the Government. The total aggregate price is relatively more important than the aggregate distribution price. However, as the differences in the total aggregate prices of technically equal offers decrease, the importance of aggregate distribution prices will increase.
- (c) **Socioeconomic Evaluation Process** – Paragraphs H, I, and J are considered socioeconomic programs and will be evaluated against the requirements of the solicitation.

- 3. SELECTION PROCESS.** The final technical and business evaluation reports will be furnished to the Contracting Officer by the Evaluation Panels. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

EVALUATION FACTORS FOR AWARD

TECHNICAL PROPOSAL EVALUATION – PART I

The following evaluation criteria are listed in descending order of importance at the Factor level. Each factor will state the importance of its sub-factor. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may be derived from sources other than the proposal. This risk assessment will be evaluated in the rating for any factors and/or sub-factors that place the Government at risk.

FACTOR I – ORDERING/DISTRIBUTION SYSTEM

The Sub-factors for Ordering/Distribution System are of equal importance, as follows:

- A. Distribution and Resources
- B. Product Availability/Technical Description
- C. Ordering System

Offerors should refer to the submission requirements for Factor II when preparing their technical proposal for these factors. All elements of the above factor (sub-factors) will be evaluated in order to determine the following:

- A. The offeror is capable of supporting the requirements of the customers, to include warehouse and distribution resources and can fill orders accurately and completely to meet the delivery schedule.
- B. The offeror's technical descriptions meet our requirements. The offeror's ability to provide a continual supply of quality products with minimal variation and the methods to assure that standardized product quality will be maintained.
- C. The offeror has EDI capability or Corporate EDI capability and in addition can produce all required management reports.

FACTOR II - PAST PERFORMANCE/CORPORATE EXPERIENCE

The Sub-factors for Past Performance/Corporate Experience are of equal importance, as follows:

A. Past Performance

- 1. When evaluating Past Performance, the offeror's written proposal (attached forms), Government In-house records (if applicable), and the information provided by the points of contact or references designated by the offeror will be taken into account. This agency's personal experience with the offeror (if any) in terms of performance will be considered to be more significant than information provided by any other references.

2. The Government will evaluate the offeror's record of performance both as a regular dealer/prime vendor and with Government contracts, if any, to determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates, and service. Offerors will also be evaluated on socioeconomic issues of past and present contracts (both Government and Commercial). Offerors that do not have records of past performance on socioeconomic issues will neither be rated favorably nor unfavorably. This evaluation will also be performed for any partner involved in the proposed contract.
3. The Government will access the prime vendor's, or partners experience on contracts that in whole or when combined with other contracts, replicate the size and complexity of this solicitation. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.
4. The above evaluation will also be performed for any joint venture, partnership, etc. involved in the proposed contract.

B. Corporate Experience

1. The Government will evaluate the offeror's experience in fulfilling requirements of similar dollars and volume for other customers in a Prime Vendor/regular dealer capacity and other Government contracts, if any. This assessment will be performed for any partner that will perform in support of the proposed contract. This evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.
2. The offeror's identification of key personnel, or caliber of personnel who will be key to the **day to day** management and overall success of the Prime Vendor Program will be used to substantiate the company's experience as a full-line foodservice supplier.

FACTOR III - CUSTOMER SUPPORT/QUALITY ASSURANCE

The Sub-factors for Customer Support/Quality Assurance are of equal importance, as follows:

- A. Customer Service Approach
- B. Quality Control and Assurance Procedures
- C. Inspection and Sanitation Procedures
- D. Recall Procedures
- E. Rebate Policy/Discounts/Allowances

Offerors should refer to the submission requirements for Factor III when preparing their technical proposal for these factors. All elements of the above factor (sub-factors) will be evaluated in order to determine the following:

- A. The offeror's commitment to customer satisfaction, to include customer service strategy and the role of the customer service representative. In addition, the offeror's ability to adapt to deviations to the electronic ordering system and associated charges; the offeror's response times for handling emergency orders and associated charges. Also the offeror's policy on breaking cases.
- B. The offeror's overall quality control and quality assurance procedures assure quality products are acquired and supplied
- C. The offeror's overall inspection and sanitation procedures assures proper procedures are maintained.
- D. The offeror's recall procedures to include types, methods, timeliness and thoroughness.
- E. The offeror's policies for pursuing, managing and collecting rebates, discounts and allowances (preferred method of return is off invoice reduction in price to the Government).

EVALUATION FACTORS FOR AWARD
BUSINESS PROPOSAL EVALUATION

The following evaluation criteria are listed in descending order of importance. Aggregate Pricing is relatively more important than Distribution Pricing . However, as the difference in the aggregate prices of technically equal offers decrease, the importance of distribution pricing will increase. Cost or Price is more important than Socioeconomic programs. Socioeconomic programs are listed in descending order of importance and together are of least importance among all non-price factors and are less important than Cost or Price.

PRICING

A. Aggregate Pricing

The Government will evaluate the offeror's proposed pricing on the items selected from the list of the highest usage items provided by the customers listed in this solicitation. See Market Basket "Prime Vendor Schedule of Items". To ensure an objective business evaluation, the pricing of all offerors are to be based on the exact item in the market basket. When offerors qualify the salient characteristics of an item or item in the market basket, or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the market basket description, then the Government reserves the right to employ remedies such as:

Should a significant number of items differ from the market basket descriptions, then the offeror may be eliminated from the competitive range;

Should an insignificant number of items differ from the market basket descriptions, those item s will be eliminated from the evaluation of all offerors:

Discussions are always a tool to help eliminate this and other types of questions in the evaluation;

Single serve item with quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value;

Larger, generally wholesale items, with quantity difference, may be evaluated on a per pound or similar basis.

Whatever remedy the Government selects, it shall apply to the base year and all option years in the acquisitions.

The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will then be totaled to arrive at an estimated aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government.

B. Distribution Prices

The Government will evaluate each offeror's distribution prices by determining an aggregate dollar value. This will be determined by multiplying the distribution prices by the estimated yearly requirements for the items listed in the solicitation. The aggregate dollar value will then be evaluated for reasonableness and overall low cost to the Government. Distribution prices, for all years, that do not relate to the market basket items will be evaluated for fairness and reasonableness. The percentage of distribution fee to total aggregate cost will also be evaluated.

C. Prime Vendor Schedule of Items

This schedule will be used in conjunction with Factor A and B above.

D. Option Pricing

Option pricing will be used in conjunction with Factor A and B above.

E. Place of Performance

Evaluation is part of the Site Visit in the Technical Proposal portion of your offer and will not be evaluated under the Business Proposal.

F. Procurement Pricing Plan

The offeror's procurement pricing plan shall be used for informational purposes and will not be evaluated under the Business Proposal.

G. Product Listing

The offeror's current product listing shall be used for informational purposes and will not be evaluated under the Business Proposal.

NOTE: H, I, AND J WILL BE COMPARATIVELY RANKED.

H. SOCIOECONOMIC CONSIDERATIONS

The Government will evaluate the offeror's proposed socioeconomic participation and goals to ensure that, to the maximum extent practical, small, small disadvantaged, women-owned small business and hub-zone small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the above participation levels in terms of percentages and dollar values and comparatively assess and rank the goals amongst the offerors. The Government will also perform a risk analysis of the offeror's Socioeconomic goals by evaluating organizational efforts – the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB) Veteran Owned Small Business (VOSB) and Hub zones small business (HZSB) firms will be evaluated. The Government will evaluate the above participation levels in terms of percentages and dollar values and comparatively assess and rank the goals amongst the offerors. This assessment can enhance or detract from the overall factor ranking. Offerors that are small business concerns will receive additional credit.

Large business concerns must include a Small Business and Small Disadvantaged Business Subcontracting Plan when requested

I. DLA MENTORING BUSINESS AGREEMENTS (MBA)

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan(s) will receive the highest ranking; this ranking will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's WOSB's and VOSB's in expanding their businesses.

J. JAVITS-WAGNER-O'DAY ACT (JWOD)

The Government will evaluate the offeror's proposed JWOD participation and goals to ensure that, to the maximum extent practical, JWOD entities are used as both suppliers and subcontractors in support of the Prime Vendor contract. The Government will evaluate the participation levels in terms of percentages and dollar value and comparatively assess and rank the goals amongst the offerors. This assessment can enhance or detract from the overall factor ranking.

COMPETITIVE RANGE DETERMINATION

If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, pursuant to FAR 15.505 (a) an offeror may request a pre-award or post award debriefing. If a pre-award debriefing is held, only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

ATTACHMENT 1

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.

IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.

NOTE: Updated to include HUBZone and Small Disadvantaged Business Certification Requirements; Service Disabled Veteran-Owned Small Business and Veteran-Owned Small Business Classifications

**THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A
SUBCONTRACTING PLAN.**

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flowdown clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Flowdown Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your firm to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, which may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract is completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant or division wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect during the contractor's fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUBZone: An historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUBZONE SMALL BUSINESS CONCERN: A small business concern that is located in an "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUBZone. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUBZone small business, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must appear on the list to be a HUBZone small business concern. HUBZone certifications will also appear in individual firm profiles in SBA's PRO-Net.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Effective October 1, 1999, a subcontractor claiming SDB status must be certified by the Small Business Administration. SDBs can obtain application information from the SBA by calling 800-558-0884. SDBs that receive formal certification are listed in the SBA on-line data base, PRO-Net, at <http://pro-net.sba.gov>.

DEFINITIONS (cont'd)

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(1) A small business concern -

(i) less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN:

A small business concern –

(i) Not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and

(ii) The management and daily operations of which are controlled by one or more veterans.

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

2. Commercial Subcontracting Plan

_____ Plant/Distribution Site

_____ Division

3. _____ Individual Contract Plan Total Contract Dollar Value _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM: _____ TO: _____

(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

INDIAN RESERVATIONS – 3 STATES

4. In accordance with FAR Clause 52.219-9 – The offeror's subcontracting plan shall include, at a minimum, the following:

1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.

2) The suggested format for percentage and dollar goals follows:

	DOLLARS	PERCENT
Total to be Subcontracted	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. Veteran-Owned SB***	\$ _____	_____ %*
2. HUBZone SB**	\$ _____	_____ %*
3. To Disadvantaged SB**	\$ _____	_____ %*
4. To Women-Owned SB**	\$ _____	_____ %*
5. To Other SB's**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

** Subset of 2

*** Includes Service-Disabled Veteran-Owned SB

3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (*); veteran-owned small business by two asterisk (**); HUBZone small business by three asterisk (***), small disadvantaged business by four asterisks (****) and women owned small business concerns by five asterisks (*****).

4) A description of the method used to develop the subcontracting goals in item 2 above.

5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists; the Small Business Administration's Procurement Marketing and Access Network (PRO-Net); veterans service organizations; the National Minority Purchasing Council Vendor Information Service; the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

INDIAN RESERVATIONS – 3 STATES

6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.

7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to compete for subcontracts. (This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
- c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged and women owned business concerns.
- d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.

9) Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) who receive subcontracts in the excess of \$500,000.00 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

10) Assurances that the offeror will (I) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; and (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard forms 294 and 295.

11) Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not; (B) veteran-owned small business were solicited and if not, why not; (C) HUBZone small business concerns were solicited and, if not, why not; (D) small disadvantaged business concerns were solicited and if not, why not; (E) women-owned small businesses were solicited and if not, why not; and (F) if applicable, the reason award was not made to a small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women owned small business concern.
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; and (C) conferences and trade fairs to locate small business; HUBZone small business, small disadvantaged and women owned small business sources and veteran-owned organizations.
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDB's.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when fapplicable.

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ **DATE:** _____
(CONTRACTING OFFICER)

AGENCY: _____

** THE INDIVIDUAL SIGNING THE PLAN SHALL BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.*

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract, indicate herein the dollar value of the contract \$ _____

DATE THAT PLAN WAS FORWARDED TO APPROPRIATE DCMC. _____

ATTACHMENT 2

EDI Implementation Guidelines for Subsistence Prime Vendor (STORES) May 1, 1998

PART A

SECTION 1.0 GENERAL INFORMATION.....

1.1 CONTACTS

1.2 EDI - How It Works

1.3 PARTIES INVOLVED.....

1.4 TRANSACTION SETS

1.5 SOFTWARE

1.6 NETWORKS

1.7 STANDARDS

SECTION 2.0 TRADING PARTNER SETUP

2.1 LEGAL.....

2.2 PHASE I - SAMPLE TEST FILE

SECTION 3.0 PRODUCTION PROCEDURES

3.1 OUTGOING TRANSMISSION SCHEDULE.....

3.2 VERIFICATION OF TRANSMISSION

3.3 PROBLEM RECOVERY DURING PRODUCTION

SECTION 4.0 EDI TRANSACTION SETS.....

4.1 832 CATALOG (VENDOR TO DSCP).....

4.2 850 PURCHASE ORDER (CUSTOMER TO VENDOR).....

4.3 861 RECEIPT

PART B

810 Transaction Set Version 3050

Electronic Invoice
Revised 7/30/98

PART A

Section 1.0 General Information

1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Don Holmes	(215) 737-7317
Network Technical Support	DAASC – Paul McGhee	(937) 656-3805
DAASC Technical Support	Hotline Desk	(513) 296-5914
Prime Vendor Coordination	Keith Ford	(215) 737-2903
STORES Technical Support	STORES Help Desk	(800) 729-7869

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receipting Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Personnel Support Center (DSCP) and not directly to the customer.

1.3 Parties Involved

There are approximately 220 military bases participating CONUS-wide with an approximate total of 500 purchasing locations. There will be an estimated 50 military bases participating in the European Theater with approximately 50 ordering locations. The central coordination for all activity is DSCP located in Philadelphia, PA. DSCP also has a support office in Europe, designated DSCP-E, which will play a role in Prime Vendor Europe.

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia. The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network. The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify. In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

Section 2.0 Trading Partner Setup

2.1 Legal

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 Phase I - Sample Test File

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

Section 3.0 Production Procedures

3.1 Outgoing Transmission Schedule

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 Verification of Transmission

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled

transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper

corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

Section 4.0 EDI Transaction Sets

4.1 832 Catalog (Vendor to DSCP)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. All food ordering sites will receive the 832 Catalog weekly. DSCP prepares and sends the catalog update information on Sunday night. DSCP customers will retrieve the new catalog on the following Monday morning. This 832 transaction set is referred to as the 832 Catalog (DSCP to Customers).

Once the vendor processes catalog updates, the vendor produces the cross reference details. This information is sent to DSCP via the 832 transaction set. This transaction set is referred to as the 832 Catalog (Vendor to DSCP) and is described below.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	“832”	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	“152” - effective date of change	
	DTM02	update-date	Date
	DTM03	update-time (HHMMSS)	Time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	“SW” - stock number	
	LIN03	stock-number	13 AN
	LIN04	“VP” - vendor part	
	LIN05	part-number	25 AN

	LIN06	“ZZ” - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	“ZZ” - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	“F” - free form	
	PID02	“GEN” - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI
	PO402	package-size	8 explicit decimal 2 “12345.78”
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
ITD Terms of Sale	ITD01	“16” - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN

CTP Pricing Information	CTP01	n/a	
	CTP02	“STA” - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN
	CTP06	“SEL” Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

4.2 850 Purchase Order (Customer to Vendor)

All food ordering sites will use the 850 Purchase Order. Once the order is approved and released from the STORES system, the user will send the 850 to the vendor. Orders may be sent any number of times during the day. Once an order is received by the vendor, the vendor will send the 997 Functional Acknowledgment back to the customer. This will confirm that the order was successfully received by the vendor.

Segment	Element	Value	Size
ST Transaction Set Header	ST01	“850”	
	ST02	n/a	
BEG Beginning Segment for Purchase Order	BEG01	“00” - original	
	BEG02	“NE” - new order	
	BEG03	purchase-order-number	14 AN
	BEG04	contract -order-number	4 AN
	BEG05	contract-order-date	date
	BEG06	contract-number	13 AN
DTM Date/Time Reference	DTM01	“002” delivery requested	
	DTM02	required-delivery-date	6 AN
N1 Name	N101	“ST” ship to	
	N102	n/a	
	N103	“10” - Department of Defense Activity Address Code (DoDAAC)	2 AN
	N104	ship-to-dodaac	6 AN
N2 Additional Name Information	N201	ship-to-facility name or number	35 AN

Segment	Element	Value	Size
N3 Address Information	N202	ship-to-building name or number	35 AN
	N301	ship-to-address-1	35 AN
	N302	ship-to-address-2	35 AN
N4 Geographic Location	N401	ship-to-city	25 AN
	N402	ship-to-state	2 AN
	N403	ship-to-zip	9 UI
PO1 Baseline Item	PO101	line-item-number	4 UI
	PO102	quantity	5 UI
	PO103	unit-of-measure	2 AN
	PO104	vendor-selling-price	10 explicit decimal 2 "1234567.90"
	PO105	n/a	
	PO106	"VP" - vendor part	
	PO107	vendor-part-number	25 AN
	PO108	"SW" - stock-number	15 AN
	PO109	stock-number	15 AN
	PO110	"ZZ" - mutually defined	
	PO111	FIC	3 AN
PID Production/Item Description	PID01	"F" - free form	
	PID02	n/a	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
CTT Transaction Totals	CTT01	line-item-number	4 UI
	CTT02	total-purchase-order-dollar	12 explicit decimal 2
	SE01	number of included	

Segment	Element	Value	Size
	SE02	segments transaction set control number	

4.3 861 Receipt

The 861 Receipt uses the standard EDI transaction set for the 861 Receipt Advice. At each food ordering location, once the goods have been received, the user records the quantity received, approves and releases the receipts to DSCP. This information is formatted in the 861 transaction set. Each 850 Purchase Order will have a matching 861 Receipt. All 861 Receipts will be sent from the customer to DSCP to be forwarded to DSCP's DISMS system for vendor payment. In addition, the Prime Vendor may request to receive a copy of the 861 Receipt.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	"861"	3 ID
	ST02	n/a	
BRA Beginning Segment for Receiving Advice	BRA01	P.O. number	14 AN
	BRA02	date receipted (YYMMDD)	6 DT
	BRA03	"00"	2 ID
	BRA04	"1"	1 ID
REF Reference Numbers	REF01	"1I"=order num "CT"=contract num	2 ID
	REF02	either order num or contract num	1-30 AN
DTM Date and Time Reference	DTM01	"002"	3 ID
	DTM02	required delivery date (RDD) (YYMMDD)	6 DT
N1 Name	N101	"ST"	2 ID
	N102	ship-to DODAAC	1-35 AN
	N103	"10"	2 ID
	N104	supplemental DODAAC	2-17 AN

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
RCD Receiving Conditions	RCD01	CLIN	1-11 AN
	RCD02	quantity received	1-9 R
	RCD03	“ZZ”	2 ID
	RCD04	STORES software version	1-9 R
	RCD05	“ZZ”	2 ID
	RCD06	quantity ordered	1-9 R
	RCD07	“ZZ”	2 ID
	RCD08	vendor price	1-9 R
LIN Item Identification	LIN01	CLIN	1-11 AN
	LIN02	“A4”	2 ID
	LIN03	DSCP stock number	1-30 AN
REF Reference Numbers - to identify Document Number, Signal and Fund Codes	REF01	“ZZ” = document number “T4” = signal code “FU” = fund code	2 ID
	REF02	either document number, signal code, or fund code	1-30 AN
	REF03	n/a	
CTT Transaction Totals	CTT01	number of line items	1-6 NO
	CTT02	total dollar value	1-10 R
SE Transaction Set Trailer	SE01	number of included segments	1-10 NO
	SE02	transaction set control number	4-9 AN

PART B



**810 Transaction Set
Version 3050 Electronic Invoice
REVISED
7/30/98**

PART B**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1

<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)

TABLE 2**Loop I.D. – IT1**

010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
-----	-----	------------------------------	----------------

TABLE 3

010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

PART B

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

The following information applies to **PRIME VENDORS only!!**

Baseline Item Data (IT1):

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.
 - a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. ***If*** additional CLIN(s) on the **same** Purchase Order ***have not*** been delivered, data **“MAY”** be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.
3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.
4. Any **“new” CLINS/line items, (substitutions & adds)** must appear as the **last line** on the invoice. Adds **“MUST”** start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. **SEE EXAMPLES...**
 - a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC
 - b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

PART B

Revised as of July 30, 1998.

1A

SEG ID ST Transaction Set Header
 POS NO 010
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
 (e.g. 810 selects the invoice transaction set)

EXAMPLE

ST*810*000004110

PART B

SEG ID BIG Beginning Segment for Invoice
 POS No020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT 6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)		M AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M ID	2/2

NOTE:

BIG04 - Do not transmit dashes or slashes

BIG08 – Applied to Invoices for “**PRIME VENDORS ONLY**”

** Non-Prime Vendors **do not use** BIG08

EXAMPLE

P.V. transmits BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
 Non P.V. BIG*980303*DSCP1111**SP030098D1234*063A**DI

PART B

Loop Repeat 200

SEG ID N1 Loop ID
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

PART B

SEG ID REF Reference Number
POS NO 110
REQ DES Optional (Mandatory for DSCP)
MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE

REF*RQ*FT906880631234

PART B

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3 1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:

Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

PART B

SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY				
REF	ELE ID	DESCRIPTION	REQ	TYPE LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID 3/3
DTM02	373	Date (YYMMDD)	X	DT 6/6

EXAMPLE

DTM*011*980301

*PART B*PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
NOTE: PRIME VENDORS ONLY!!! Data required in all segments.					

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV
 Refer to page 1A **“IF”** CLIN was **NOT shipped-** (e.g. zero fill quantity and price field)

*PART B****NON-PRIME VENDORS ONLY!!!***

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) ****See Note Below**
 MAX USE 1

 PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)		X R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)		X AN	13/13
NOTE: NON PRIME VENDORS ONLY::: Data required in all of the above segments. EXAMPLE IT1*0001 *10*CA*0000002.50*FS*891500E210123					

PART B

SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE	
TDS*0000012345	

PART B

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO 040
REQ DES Optional
MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE
SAC*C****0000003050

PART B

SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE					
CTT*125					

PART B

SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the
 Transmitted segments (including the beginning (ST) and ending
 (SE) segments)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

ATTACHMENT 3

PVQSMV

21 JAN 98

STANDARD OPERATING PROCEDURE

For PRIME VENDOR SYSTEMS MANAGEMENT VISITS To PRIME VENDOR DISTRIBUTORS

I. INTRODUCTION:

A Prime Vendor Systems Management Visit (PVSMV) is a review of a contractor's management methods used to effectively meet the terms of the contract.

II. PURPOSE AND SCOPE:

This document prescribes the general guidelines and procedures for conducting Prime Vendor Systems Management Visits to Prime Vendor Distributors assigned to DSCP-HF Prime Vendor Regions, Directorate of Subsistence for contract administration. This document applies to the personnel of DSCP-HF and any other individual performing a PVSMV on behalf of DSCP-HF

III. REFERENCE:

American National Standard ANSI/ASQC Q92, Quality Systems - Model for Quality Assurance in Production and Installation

IV. BACKGROUND:

A. PVSMVs is comprehensive reviews of contractor methods and procedures used for contract performance. The key elements for effective Prime Vendor Systems Management are organizational structure, contract review, purchasing, production, inspection, and servicing.

B. Reviews will focus on (as appropriate within the terms of the contract):

1). Organizational Structure:

- a. Management Responsibility for implementing an organizational structures capable too effectively perform the contract.
- b. Control of documents: such as those used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.
- c. Training needs are identified and training is given to employees.

2). Contract Review:

Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

3.) Purchasing:

Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DOD prescribed items, and should include verification of purchased products.

4.) Production:

- a. Product identification and traceability, especially in respect to DOD shelf life requirements, date of pack limitations, DOD approved sources, and product recalls.
- b. Assurance those nonconforming product and customer complaints are identified and corrective actions taken.
- c. Handling, Storage, Packaging, and Delivery. The contractor should have some established methods to control stored products, product selection, loading configuration, etc.

5.) Inspection:

- a. Process controls: Work instructions, especially where absence of instructions would adversely affect quality are developed and communicated.
- b. Inspection and Testing procedures.
- c. Internal Auditing of established work procedures, methods, instructions, etc. to assure they are followed and are valid.

6.) Servicing: Procedures for customer servicing to include; Not-In-Stock notification, product substitution authorization, complaints resolution, ordering system assistance, customer satisfaction evaluation, etc. are developed and communicated.

V. POLICY

A. PVSMV schedules will be approved by the Prime Vendor Regional Manager.

B. Scheduling visits with the contractor will be made by the Account Representative / Buyer for the contract.

C. PVSMVs is to determine that the contractor management methods designated for the contract are sufficient to meet the terms of the contract. Visits will not include overzealous reviews or recommendations to change contractor methods, policies, or procedures when those procedures are working satisfactorily.

- D. Findings will be documented and reported as stipulated in this Standard Operating Procedure.
- E. A Team leader for the visit will be selected when more than one individual are involved. The Team leader will hold a government pre-meeting with the individuals assigned to establish areas of responsibility, goals, and objectives for the visit.
- F. Unless specifically referenced in the contract, contractor methods and procedures are not required to be documented.

VI. PERSONNEL PERFORMING PVSMVs

- A. Personnel performing Prime Vendor Systems Management Visits should have an in-depth working knowledge of the contractor's responsibilities under the contract, and current problems being encountered in administration of the contract.

It is preferable to use a teaming approach to include individuals in the Procurement; Supply, Technical, and Quality Assurance disciplines assigned to the administration of the contract participate in the reviews.

Teaming will make the reviews more comprehensive and professional because of individual expertise in certain performance aspects.

- B. Because of the complexity of the contractual relationships and customer service issues involved in Prime Vendor contracts, **PVSMVs should not be performed by third party personnel representing DSCP-HF Prime Vendor Regions unless there is no other alternative.** If a third party individual or activity is requested to perform a PVSMV, care should be taken to assure all aspects of the contractual requirements, status of problems, agreements or remedies are fully understood before designating the review. It may be necessary to limit the areas to be reviewed if a third party individual or activity is requested to perform a PVSMV. However use of subject matter experts is encouraged. For instance USDA-USDC Graders / Inspectors, or Veterinary Food Inspectors may be request to perform product exams of selected products to verify the products conform to the product technical descriptions.

VII. PROCEDURES FOR PERFORMING PVSMVs

A. SCHEDULING

- 1.) Prime Vendor Systems management Visits will be scheduled semiannually, or more frequently if needed.

B. PREPARATION

- 1.) Individuals performing PVSMVs shall review the current contract requirements and review with the Account Representative Buyer, Supply, Quality Assurance, and Technical personnel, those areas requiring special attention. Planning for use of subject matter experts should done in advance to schedule their presence on-site or for other uses of their services. Individuals performing the PVSMV will review the contractor's proposal to familiarize themselves with the negotiated terms.

- 2.) Visits will be announced. The Account Representative / Buyer will schedule the visit on mutually agreed dates of the DSCP representatives and the contractor to assure the visit is productive and necessary contractor personnel are available during the visit.
- 3.) Review of problem or special interest areas will be made with the personnel assigned to administer the contract before departing to conduct the visit.
- 4.) Necessary references, exhibits, or other material will be gathered before departing.

VIII. CONDUCTING THE VISIT

A. The individual or team will brief the contractor's management on the purpose of the visit before starting the review. If possible a current organizational chart and contractor program manuals may be obtained from management. It should be noted that the contractor is not required by contract to possess a "program manual" or procedures documents. However, if they were available they would be useful when conducting the visit.

B. It is recommended that the review be started by having the contractor's representative walk the team through the facility so the review team can ascertain where functional responsibility is assigned.

C. The Prime Vendor PVSMV check lists are to be used to assure consistent review during visits. However, the checklists are not within themselves more than a tool for the visitors to assure necessary areas have been reviewed. The depth of the review of any area will be predicated upon the findings of the visit. If key indicators for the performance characteristic or function are satisfactory, usually that area will not require an extensive review.

D. The review factors for a PVSMV, the definitions of the base line for compliance, and the key factor(s) relating to those base lines are as follows:

FACTOR 1. Organizational Structure:

a. Management responsibility for implementing an organizational structure capable too effectively perform against the contract.

Definition: The contractor's policy for supplying a product or service is implemented by assigning organizational responsibility and authority to all personnel who manage, perform, and verify work affecting the contract.

Key factors: the organizational structure assigns responsibility and authority for contract review, purchasing, production, and inspection.

b. Control of documents:

Definition: Documents when used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.

Key factor: Procedure and policy documents "when used" in contract review, purchasing, production, and inspection are controlled.

c. Training needs are identified and training is given to employees.

Definition: Methods or procedures exist for identifying and providing necessary training.

Key factor: Employees demonstrate through their work activity knowledge of their job responsibilities.

FACTOR 2. Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

Definition: The contractor has an individual or activity assigned to review DSCP contracts and modifications to assure work solicited can be performed.

Key factor: An individual or organization is assigned contract review

FACTOR 3. Purchasing:

Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DoD prescribed items, meet DoD shelf life requirements and date of pack limitations, domestic source products etc., and should include verification of purchased products.

Definition: Review of purchasing instruments and procedures verifies DOD prescribed items and requirements are being met.

Key factor: Items as prescribed in the solicitation / contract is being purchased for DOD deliveries.

FACTOR 4. Production:

a. Product identification and traceability, especially in respect to DOD shelf life requirements, date of pack limitations, DOD approved sources, and product recalls.

Definition: Methods or procedures used account for DOD specific requirements.

Key factor: identification and traceability of items allows selection of products meeting DOD requirements.

b. Assurance that nonconforming product and customer complaints are identified and corrective actions taken and recalls can be effected.

Definition: methods or procedures exist for nonconforming product, customer complaints and their resolution and recalls.

Key factor: the organizational structure assigns responsibility and authority for nonconforming supplies

c. Handling, Storage, Packaging, and Delivery.

Definition: The contractor should have established methods to control stored products, product selection, loading configuration, etc.

Key factor: Selection and delivery of products are made properly and delivered in the correct quantity and condition?

5.) Inspection:

a. Process controls:

Definition: work instructions, especially where absence of instructions would adversely affect quality are developed.

Key factor: Work instructions for special procedures are communicated.

b. Inspection and Testing procedures.

Definition: Procedures for condition of receipts, verification of purchased products, sanitation, stock rotation, etc. are communicated.

Key factor: Inspections and tests are completed for products, processes, or functions affecting quality of product or service.

c. Internal Auditing of established work procedures, methods, instructions, etc. to assure they are followed and are valid.

Definition: Documented procedures are reviewed for their adequacy and personnel's compliance to them.

Key factor: "When" an audit program is established it is being accomplished. NOTE: An internal auditing program is not required by the contract.

RECORDING FINDINGS:

The PVSMV checklist will be completed for each review. Notes documenting status of factors or elements on the checklist may be recorded on the checklist. The checklist provided in this SOP is only an example. Check list should be developed for each contract.

Findings requiring action by the contractor to modify methods or procedures to bring performance into contract compliance will be documented on a DD Form 1715 and a copy provided to the contractor during the visit, as soon as the discrepancy is noted. Or documented as determined by the team leader or Regional manager.

The DD Form 1715 will be completed and signed by the Team leader or individual conducting the PVSMV. The specific contract reference shall be stated for the noncompliance, with a short summary of the finding and a statement of action required. (See example)

Other suggestions for improvement of processes or procedures affecting support to DOD under the contract may be discussed with the contractor's representatives, and documented on the PVSMV checklist. It is important to advise the contractor that these types of observations are only suggestions for improvement, and are not procedures requiring modification for contract compliance.

IX. REPORTING:

A. The individual or team will out-brief with the Respective Prime Vendor Regional Manager, the Account Representative, Buyer, and Contracting Officer for the particular contract involved.

B. The completed PVSMV checklist and Quality Deficiency Reports DD Forms 1715 shall be provided to the Accounts Representative for the contract file and documentation of deficiencies noted.

ATTACHMENT 4

Prime Vendor - Exclusive distributor or had an agreement to provide exclusive support for a certain commodity

FACTOR I PAST PERFORMANCE/CORPORATE EXPERIENCE

- b. THE FOLLOWING PAST PERFORMANCE INFORMATION APPLIES TO THE OPERATING COMPANY – NOT THE CORPORATION**

PLEASE PROVIDE THE APPROPRIATE INFORMATION BELOW FOR YOUR 5 HIGHEST DOLLAR VALUE CONTRACTS, FOR THE PAST 3 YEARS.

If you have Government contracts that are not included with the five highest dollar value contracts, then use blocks 4 and 5 for your Government contracts regardless of their dollar value.

	Account 1	Account 2	Account 3	Account 4	Account 5
Customer Name and City & State <i>DELIVERY POINT:</i>					
Customer's point of Contact and phone Number					
Annual dollar value					
Fill rate/ Without substitutions*					
Fill rate/ With substitutions*					
Number of deliveries per week					
Number of delivery Locations supported per week					

***The fill rate shall be calculated as follows:**

Cases accepted X 100 = fill rate %
Cases ordered

PAST PERFORMANCE/CORPORATE EXPERIENCE (continued)

	Account 1	Account 2	Account 3	Account 4	Account 5
Average number of Line items per Location per week					
Length of time this account has been serviced					
Contracting Agency (if applicable)					
Contract Number					
Contracting Officer's Name and Phone Number					

PAST PERFORMANCE/CORPORATE EXPERIENCE (continued)

PLEASE INDICATE THE AMOUNT OF SUPPLIES/SERVICES CURRENTLY SUBCONTRACTED TO THE BELOW GROUPS, AS A PERCENTAGE OF THE TOTAL CONTRACT DOLLAR VALUE:

	Account 1	Account 2	Account 3	Account 4	Account 5
Small Business	%	%	%	%	%
Small Disadvantaged Business	%	%	%	%	%
Women Owned Business	%	%	%	%	%

MENTORING BUSINESS AGREEMENT (MBA'S)

	<u>Agreement 1</u>	<u>Agreement 2</u>	<u>Agreement 3</u>	<u>Agreement 4</u>	<u>Agreement 5</u>
Name of Company Mentored/P.O.C./ Telephone Number					
Areas of Developmental Assistance (Mgmt./Technical)					
Time Period of Agreement					

PAST PERFORMANCE/CORPORATE EXPERIENCE (continued)

c. THE FOLLOWING IS YOUR CORPORATE EXPERIENCE INFORMATION

	OPERATING COMPANY/	
	CORPORATE INFORMATION INFORMATION	LOCAL BRANCH
Number of year's experience as a Prime Vendor/regular dealer		
Number of accounts serviced as a prime Vendor/regular dealer similar in complexity to the proposed contract		
The total number of customers/accounts currently serviced under a prime vendor/regular dealer arrangement.		
The total number of delivery points currently serviced under the prime vendor/regular Dealer arrangement cited above.		
Prime Vendor/regular dealer sales dollar Volume for the latest yearly reporting period for the above accounts.		
Total orders processed on a weekly basis, on average, for your largest account based on latest yearly reporting period		

